AGREEMENT

BETWEEN

TREASURY BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2745

EXPIRES: FEBRUARY 28, 2027

TABLE OF CONTENTS

Article **Page**

PREAMBLE: 1
ARTICLE 1 - RECOGNITION AND NEGOTIATIONS 1
ARTICLE 2 - MANAGEMENT RIGHTS AND PROVINCIAL SECURITY 2
ARTICLE 3 - DISCRIMINATION 2
ARTICLE 4 - UNION MEMBERSHIP AND DUES CHECK-OFF 2
ARTICLE 5 - CORRESPONDENCE 3
ARTICLE 6 - LABOUR-MANAGEMENT COMMITTEES 4
ARTICLE 7 - GRIEVANCE PROCEDURE 5
ARTICLE 8 - ADJUDICATION 8
ARTICLE 9 - NO STRIKES OR LOCKOUTS 8
ARTICLE 10 - SUSPENSION, DISCIPLINE AND DISCHARGE 8
ARTICLE 11 - SENIORITY 10
ARTICLE 12 - VACANCIES 13
ARTICLE 13 - LAYOFF 14
ARTICLE 14 - HOURS OF WORK 16
ARTICLE 15 - OVERTIME 17
ARTICLE 16 - TECHNOLOGICAL CHANGE 18
ARTICLE 17 - HOLIDAYS 19
ARTICLE 18 - VACATION 20
ARTICLE 19 - SICK LEAVE 22
ARTICLE 20 - LEAVE OF ABSENCE 24
ARTICLE 21 – MATERNITY LEAVE / PATERNITY LEAVE / CHILDCARE LEAVE / ADOPTION LEAVE 29
ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES 31
ARTICLE 23 - DEFINITIONS 33
ARTICLE 24 - CLASSIFICATION 38
ARTICLE 25 - RETIREMENT AGE AND PENSION 38
ARTICLE 26 - GROUP LIFE INSURANCE 39
ARTICLE 27 – MEDAVIE BLUE CROSS 40
ARTICLE 28 - WORKERS' COMPENSATION 40
ARTICLE 29 – HEALTH AND SAFETY 40
ARTICLE 30 - JOB SECURITY 41
ARTICLE 31 - GENERAL CONDITIONS 41
ARTICLE 32 - PRESENT CONDITIONS AND BENEFITS 42
ARTICLE 33 - COPIES OF AGREEMENT 42
ARTICLE 34 - DURATION AND TERMINATION 43
LETTER OF INFORMATION - DEFERRED SALARY 45
LETTER OF AGREEMENT - RE: HOURS OF WORK ASSURED 46
LETTER OF AGREEMENT - RE: CONTRACTING OUT 48
LETTER OF INTENT - RE: PENSION FOR FULL-TIME EMPLOYEES 49
SICK LEAVE BANK 49
LETTER OF INTENT - RE: HOURS OF WORK 52
LETTER OF AGREEMENT - RE: CHILDREN ENTERING KINDERGARTEN WITH DELICATE RELATIONSHIPS 53
LETTER OF INTENT - RE: AUTISM INTERVENTION TRAINING 54
LETTER OF AGREEMENT - RE: YEAR END STAFFING SESSION 55
LETTER OF INTENT - RE: PUPIL PREPARATION DAY 57
LETTER OF AGREEMENT - RE: JOB SHARING 58
LETTER OF INTENT - RE: VIOLENCE IN THE WORKPLACE 61
LETTER OF INTENT - RE: MENTAL HEALTH IN THE WORKPLACE 62
LETTER OF AGREEMENT - RE: ADDITIONAL LANGUAGE TUTORS 63
SCHEDULE A – WAGE RATES 65

THIS AGREEMENT made this April 14, 2026.

BETWEEN: HIS MAJESTY IN RIGHT OF THE PROVINCE OF NEW BRUNSWICK; as represented by Treasury Board, hereinafter called the "Employer".

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2745, hereinafter called the "Union".

PREAMBLE:

Whereas it is the desire of both parties to this Agreement to maintain harmonious relations and settled conditions of employment between the Employer and the Union, to promote co-operation and understanding between the Employer and the Union, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, to encourage efficiency in operation and to promote the morale, well being and security of employees in the Bargaining Unit of the Union.

Now therefore, this Agreement witnessed that the Parties hereto in consideration of the mutual covenants hereinafter contained agree with the other as follows:

ARTICLE 1 - RECOGNITION AND NEGOTIATIONS

1.01 Union Recognition and Bargaining Unit

The Employer recognizes the Union as the exclusive Bargaining Agent for all employees to whom New Brunswick Certification Order Number 033 SC 4a applies.

1.02 No Other Agreement

No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

1.03 Future Legislation

Where any provision of this Agreement conflicts with the provisions of any public statute or regulation of the province, the provisions of the public statute or regulation shall prevail. In the event that any law passed by the Legislature of the Province, applying to employees covered by this Agreement, renders null and void any provisions of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement, and the Parties to this Agreement shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void. In the event no agreement can be reached, the Parties may submit the matter to Adjudication, or the chairman of the Public Service Labour Relations Board as outlined in the *Public Service Labour Relations Act.*

1.04 Application of Agreement

This Agreement applies to and is binding on the Union, each employee, the Employer and its agents.

1.05 Work of the Bargaining Unit

(a) Persons, including volunteers, who are not in the bargaining unit, shall not be employed to perform work of the bargaining unit where it directly results in a reduction of an employee's regular working hours or layoff of a present employee.

(b) Where a present position which is occupied by an employee of this bargaining unit becomes vacant, the Employer agrees not to use volunteers to do the functions of the vacated position.

(c) Volunteers/Participants shall not replace bargaining unit employees on a leave.

(d) Volunteers/Participants may not perform bargaining unit work by providing one-on-one assistance to students or group withdrawal from the classroom during instructional hours where it directly results in a reduction of an employee's regular working hours or layoff of a present employee.

(e) The provincial parties are encouraged to define mutually acceptable duties for the various Volunteer /Participants of Co-op and Community programs, etc. including practicum and on-the-job-training.

(f) Volunteers/Participants shall not perform bargaining unit work in a classification where an employee of the district in this classification is on layoff, unless the employee on layoff has refused to perform the work.

(g) Where a present position occupied by an employee of this bargaining unit becomes vacant, the employer agrees not to use volunteers to do the functions of the vacated position.

(h) It is understood that the Union shall bring to the attention of the employer any alleged violations and afford the Employer a reasonable opportunity to remedy the situation.

1.06 The Parties hereto agree that the benefits, privileges, rights, or obligations agreed to in this collective agreement are in lieu of the application of the *Employment Standards Act* as contemplated in S. 4(2) of the Act.

ARTICLE 2 - MANAGEMENT RIGHTS AND PROVINCIAL SECURITY

2.01 Management Rights

The Union recognizes that it is the function of the Employer to manage and direct its operations, and to direct the working forces of the Employer subject to the terms of this Agreement. The Employer retains all the rights of management except as specifically limited by this Agreement.

2.02 Provincial Security

Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction, or regulation given or made on behalf of the Government of the Province of New Brunswick in the interests of the health, safety, or security of the people of the Province.

ARTICLE 3 - DISCRIMINATION

3.01 No Discrimination

The Parties agree that there shall be no discrimination, interference, restriction, intimidation, or coercion exercised or practiced for any reason.

3.02 The Parties agree to abide by Board of Management Minute 93.0625 on Harassment in the Workplace as may be amended from time to time. The Parties recognize the right of employees to work in a harassment free environment and that harassment in the workplace shall not be tolerated. An employee has the right to be accompanied by a person of their choice during the interview process in accordance with the Province of New Brunswick Harassment in the Workplace Policy.

3.03 The parties recognize their respective obligations to accommodate arising from the *Human Rights Act*.

ARTICLE 4 - UNION MEMBERSHIP AND DUES CHECK-OFF

4.01 As a condition of employment, employees who have become employed after December 9, 1977 shall become members of the Union and shall not revoke such membership during the term of this contract.

4.02 Check-Off

The Employer shall deduct an amount equal to the regular monthly membership dues of the Union from the pay of all employees in the bargaining unit.

4.03 Amount of Union Dues

Before the Employer is obligated to deduct any dues under this Article, the Union must advise the Employer in writing of:

(a) the specific amount; or

(b) the percentage of regular gross earnings

to be deducted as the regular union dues. The amount so deducted under (a) or (b) above shall continue to be the amount of dues to be deducted under this Article, until changed by a further written notice to the Employer signed by the President and Treasurer of the Union, after which such changed amount shall be the amount to be deducted and so from time to time.

The Union shall advise the Employer at least three (3) months prior to the effective date of a change to the Union dues.

4.04 Contribution Towards Union Expenses

The dues deducted under this Article shall be accepted by the Union as the regular monthly dues for those employees who are or shall become members of the Union and the sums so deducted from non-members of the Union shall be treated as their contribution towards the expenses of maintaining the Union.

4.05 Deductions to be Remitted

Deductions of union dues, shall be made from each pay of all employees covered by this collective agreement and shall be forwarded to the Secretary-Treasurer of the Union not later than the last day of the following month, accompanied by a list of all employees from whose wages the deductions have been made. A separate list will be provided for permanent and casual employees. The list for permanent employees will include the following information: employee names, employee number, expense code, earnings, and dues deducted. The list for casual employees will include the following information: employee name, employee number, expense code, and dues deducted. The Union shall keep the Employer advised of the name and address of its Secretary-Treasurer.

Contact Information

The Employer will provide to the Union lists of all the employees in the bargaining unit. A separate list will be provided for permanent and casual employees. The list for permanent employees will include the following information: employee's name, classification, work site, home mailing address and contact number. The list for casual employees will include the following information: employee's name, classification, home mailing address and contact number.

The employee contact lists will be provided, by District, in an electronic format to the Provincial Recording Secretary on a semi-annual basis.

4.06 Employer Harmless of Liability

The Union agrees to indemnify and save the Employer harmless from any liability or action arising out of the operation of this Article. The Union assumes full responsibility for the disposition of any sums deducted from the wages of any employee and remitted to the Treasurer of the Union under this Article.

4.07 Dues Receipt

At the same time that Income Tax (T-4) slips are made available; the Employer shall record the amount of Union dues paid by each Union member in the previous year.

ARTICLE 5 - CORRESPONDENCE

5.01 Correspondence and Line of Authority

(a) All correspondence between Treasury Board and the Union arising out of this Agreement or incidental thereto, shall pass to and from the Assistant Deputy Minister, Labour Relations Services, Treasury Board, Provincial President, and the Provincial Recording Secretary of the Union.

(b) All correspondence between the Department of Education and Early Childhood Development and the Union arising out of this Agreement or incidental thereto, shall pass to and from the Director of the Human Resources, Department of Education and Early Childhood Development, or their designate, Provincial President and the Provincial Recording Secretary of the Union.

(c) All correspondence between the School District and the Region arising out of this Agreement or incidental thereto, shall pass to and from the Director of Human Resources of the School District and the Regional Vice President.

5.02 Notifications to the Union

The School District shall notify the Regional Vice President, or the Union upon request, in writing of:

(a) Postings
(b) Appointments/hiring's (including casuals)/transfers
(c) Casuals having worked for a continuous period of one hundred and twenty (120) working days within the District
(d) Layoffs
(e) Bumping report
(f) Seniority lists as per Article 11.03 (a)
(g) Reclassifications
(h) Letters of reprimand
(i) Notices of suspension/termination
(j) Notices of retirement or resignation
(k) Work assignments of a casual or temporary nature under Article 11.07 (b)
(l) Any new or on-going programs or special projects, during the regular school hours, involving volunteers/grant workers

5.03 Notification to Employees of Immediate Supervisor

Each employee shall be informed in writing of the name of their immediate supervisor at the time of appointment to a position. Employees will also be informed of any changes in their immediate supervisor during the school year.

ARTICLE 6 - LABOUR-MANAGEMENT COMMITTEES

6.01 Establishment of Committees

The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and hereby approve the establishment of Labour-Management Committees in appropriate local work units and one on a Provincial basis.

6.02 Matters Not Covered by Collective Agreement

The Parties agree that the Committees shall be employed as a forum for meaningful consultation on contemplated changes in conditions of employment or working conditions not governed by this Agreement and other matters of mutual interest.

6.03 Advisory Role

The Committees shall function in an advisory capacity only and shall not have power to alter, amend, add to, or modify the terms of this Agreement.

6.04 Provincial and District Labour-Management Committees

(a) The Provincial Labour-Management Committee shall consist of six (6) representatives from the Employer and six (6) representatives from the Union. The Committee shall meet at a mutually agreeable time and place upon the request of either party. Committee members shall receive notice and agenda at least one (1) week in advance of the meeting. Minutes of each meeting of the Provincial Committee shall be prepared in duplicate and jointly signed by a representative of each party as promptly as possible after the close of the meeting. The Parties are responsible to provide copies to their respective officials.

(b) The District Labour-Management Committee shall consist of four (4) representatives from the Employer and four (4) Union representatives from each Region. The Regional representatives must be employees of that School District. The Committee shall meet at a mutually agreeable time and place upon the request of either party. Committee members shall receive notice and agenda at least one (1) week in advance of the meeting. Minutes of each meeting of the Local committee shall be prepared in duplicate and jointly signed by a representative of each party as promptly as possible after the close of the meeting. The Parties are responsible to provide copies to their respective officials.

(c) It is understood that the Committees in (a) and (b) above are free to invite resource persons to assist the Committee(s) if needed and either party shall advise the other Committee members in advance of such intentions. For further clarification, members of the Provincial Union's Executive shall be allowed to attend any District Regional Labour-Management meeting as a resource person.

6.05 Time Off with Pay to Attend Meetings

Members of the Committee shall not suffer any loss of pay as a result of Committee meetings. For time spent at District Labour-Management Committee meetings held outside the employee's scheduled hours of work, the Employer will pay wages at straight time for the number of Union representatives provided under 6.04(b) for a maximum of two (2) District Labour-Management Committee meetings per school year. Wages will not be paid for travel time. Expenses will be paid in accordance with the applicable Treasury Board policy.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Union Representation During the Grievance Procedure

(a) The Union shall select a Provincial Grievance Committee composed of employees in the bargaining unit. Regions may select a Regional Grievance Committee composed of permanent employees in each School District.

(b) In addition to the Grievor(s) should they wish to attend,

(i) When meeting at Step One of the Grievance Procedure, no more than two (2) representatives from the Regional Grievance Committee and/or the Provincial Grievance Committee shall be present;

(ii) When meeting at Step Two of the Grievance Procedure, no more than four (4) representatives from the Regional Grievance Committee and/or the Provincial Grievance Committee shall be present;

(iii) It is understood that the CUPE staff representative may also be present at any step of the Grievance Procedure.

7.02 Names of Grievance Committee Members

The Union will notify the School District in writing of the names of the members of the Provincial Grievance Committee and of any changes that may occur therein. The School District shall not be required to recognize members of the committee until it has been notified in writing by the Union of the names selected.

The Regional Vice President shall be recognized by the School District as a member of the Regional Grievance Committee. Where the Union notifies the School District of names of any additional members of the Regional Grievance Committee, the School District shall recognize them as well.

7.03 Union Representatives

At a mutually agreeable time and place an accredited representative of the Union shall have access to the Employer's premises for the purpose of assisting in the service of a grievance. The Regional Vice President will notify the Employer of the names of the Regional officers who shall administer the Regional Union Affairs.

7.04 Permission to Leave Work

The Employer agrees that members of Provincial and Regional Grievance Committees shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties under this Article, including meeting with employees or district management personnel to investigate or discuss disputes or grievances.

The Union recognizes that Grievance Committee members are employed by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, Grievance Committee members shall not leave their work without obtaining the permission of their designated supervisor, if available, and such permission shall be given. If the designated supervisor is unavailable the Grievance Committee member shall obtain permission from the management personnel involved with the dispute or grievance, and such permission shall be given. Every effort shall be made to schedule meetings outside of instructional hours.

7.05 Informal Discussion

A complaint of any nature may be discussed with the employee's immediate supervisor. In the event that the employee feels that the discussion is not successful, the employee shall have the opportunity, upon request, to discuss the issue further with the Employer with the assistance of a Provincial or Regional Grievance Committee member at a mutually agreeable time.

Every attempt will be made to settle such complaints informally before submitting a grievance.

7.06 No Intimidation Concerning Grievances

No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal, or by any other threat to cause an employee to abandon their grievance or refrain from exercising their right to present a grievance, as provided in this Agreement.

7.07 Settling of Grievances

Should any question arise concerning the application, administration, interpretation, or an alleged violation of the provisions of this Agreement, between the Employer and the employee or group of employees and where the employee has the written consent of the Regional Vice President or the Union the following procedure shall apply:

STEP ONE: Within twenty (20) working days after the alleged violation has arisen, the employee, accompanied by a member of the grievance committee and a representative of the Union if they so desire, may take the matter up with the Director of Human Resources or designate in the case of their absence presenting the grievance in writing, on forms agreed upon by the Employer and the Union. Failing any written reply or satisfactory settlement within ten (10) working days, the employee may proceed to Step Two.

STEP TWO: Within ten (10) working days from the expiration of the ten (10) day period referred to in Step One, the grievance committee, the employee, if they so desire and a representative of the Union if so desired, may take the matter up with the Superintendent or designate. The Superintendent or designate shall reply in writing within ten (10) working days from the presentation of the grievance under Step Two. Failing any written reply or satisfactory settlement within such ten (10) day period, the matter may be referred to adjudication as provided in Article 8 (Adjudication) hereof within twenty (20) working days from the expiration of such (10) ten-day period.

Level	Employee's Time to Present grievance	Present Grievance To	Employer's Time to Answer
STEP ONE	20 working days after the alleged violation has arisen or discussion in accordance with 7.05 has failed	Director of Human Resources or designate	10 working days
STEP TWO	10 working days from receipt of reply from STEP ONE or date reply should have been received	Superintendent or designate	10 working days
ADJUDICATION	20 working days from receipt of reply from STEP TWO or date reply should have been received	Reference to adjudication to Labour Relations Services Branch, Treasury Board	N/A

In the calculation of time limits, Saturdays, Sundays, and designated holidays are excluded.

Either party is entitled upon request to a meeting with the other party to discuss a grievance filed under this Agreement.

Grievances to be initiated at Step Two

Grievances concerning layoffs, suspensions and discharge shall be initiated at Step Two of the grievance procedure.

7.08 (a) Where more than one employee has a common grievance, they may submit a single grievance. Such a common grievance may be introduced at Step One within twenty (20) working days after the alleged violation has occurred, signed by all grievors. Should the Employer not recognize the grievance as being "common" it shall so notify the employee(s) in writing as part of the reply at Step One, whereupon the grievance(s) if submitted to Step Two shall be considered as an individual grievance(s).

(b) Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement and, due to its nature, is not properly the subject of an individual or common grievance as described in (a) above, the Union may file a grievance with the Director of Human Resources, Department of Education and Early Childhood Development. Failing satisfactory settlement, the matter may be referred to adjudication.

(c) The Employer may present a grievance in accordance with Section 92(1) of *the Public Service Labour Relations Act.*

7.09 Assistance During Grievance Investigation

At any stage of the grievance procedure including adjudication, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses and all reasonable arrangements will be made to permit the conferring parties to have access to the Employer premises and to view disputed operations and to confer with the necessary witnesses.

7.10 Failure to Act Within Time Limits

Any and all time limits fixed by this Article may be extended or shortened by mutual agreement between the School District and the Union or Regional Vice President. If advantage of the provisions of this Article is not taken within the time limits specified herein or as extended as set out in Article 7, the matter in dispute shall be deemed to have been abandoned and cannot be reopened.

7.11 Technical Objections to Grievance

Subject to Section 7.10, failure to comply fully with the grievance procedure established by this Article, is not a bar to adjudication of the grievance, if the Adjudicator before whom the grievance is adjudicated is of the opinion that the other party to the grievance was not prejudiced by the failure to comply and that to bar the adjudication would be an injustice.

7.12 Mutually Agreed Changes

Where the Parties (Treasury Board and Union) have agreed in writing to amend this Agreement, such amendments shall be subject to the grievance and adjudication procedure.

ARTICLE 8 - ADJUDICATION

8.01 Application of *Public Service Labour Relations Act*

The Parties agree that the adjudication provisions of the *Public Service Labour Relations Act* shall apply.

8.02 Decision of Adjudicator or Board of Adjudication

An adjudicator or a board of adjudication shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provision for any existing provision nor to give any decision inconsistent with the terms thereof.

8.03 Power of Adjudicator or Adjudication Board

In any case including cases arising out of any form of discipline or the loss of any remuneration, benefit, or privilege, the adjudicator or board shall have full power to direct payment of compensation, vary the penalty, or direct reinstatement of a benefit or privilege, or to affirm the taking away of such benefit or privilege as the adjudicator or board may determine appropriate to finally settle the issue between the Parties, and may give retroactive effect to its decision.

ARTICLE 9 - NO STRIKES OR LOCKOUTS

9.01 No Strikes or Lockouts

There shall be no strikes, walkouts, lockouts, or other similar interruptions of work during the term of this Agreement.

ARTICLE 10 - SUSPENSION, DISCIPLINE AND DISCHARGE

10.01 Discharge Procedure

(a) No employee shall be suspended or discharged except for just cause. Where an employee is suspended or discharged, the Employer will request, where possible, a meeting with the employee and the union representation to provide reasons for the suspension or discharge.

(b) If the Employee and/or union representative are not available to meet within five (5) working days of the request to meet in Article 10.01(a), there shall be no meeting and the employer shall notify the employee in writing by registered mail or personal service stating the reason for the suspension or discharge, and a copy of such notice of suspension or discharge will be forwarded to the Regional Vice President.

(c) Where an employee has been reassigned to home with pay and the Employer obtains new information which results in a status change in the employee's case, the Employer shall provide the employee with an update within ten (10) working days of receiving the information.

10.02 Grievances to be initiated at Step Two

Where an employee alleges that they have been suspended or discharged in violation of Article 10.01, they may within twenty (20) working days of the date on which they were notified in writing of the reason for their suspension or discharge, invoke the grievance procedure including adjudication, and for the purpose of a grievance under Article 7 (Grievance Procedure) the grievance procedure shall be initiated at Step Two.

10.03 Unjust Suspension or Discharge

Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 10.01, that employee shall be immediately reinstated in their former position without loss of continuous service or any other benefit which would have accrued to them if they had not been suspended or discharged. One of the benefits which they shall not lose is their regular pay during the period of suspension or discharge which shall be paid to them at the end of the next complete pay period following their reinstatement.

10.04 Evidence

The Employer shall not introduce as evidence in a grievance or adjudication proceeding under this Agreement any document pertaining to disciplinary action the existence of which the employee was not aware.

10.05 Letters of Reprimand, and Notices of Suspension and Discharge

(a) When an employee is disciplined and a letter of reprimand is to be placed against the record of an employee, the Employer shall deliver the letter of reprimand to the employee and to the Regional Vice President within twenty (20) working days of the event of the complaint. Letters of reprimand shall give reasons for the discipline and shall be for just cause. See Article 10.01 regarding notices of suspension or discharge.

(b) The employee and the Employer shall sign copies of letters of reprimand, and notices of suspension and discharge as receipt, one for the Employer and one for the employee, but said copies will not be considered an admission that such notation was justified. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record for any use against them in the future. Any letter of reprimand or notice of suspension shall be removed from the file of an employee**,** after the expiration of a period of twenty-four (24) months following the effective date of the disciplinary action.

Documentation relating to improper conduct shall be removed from the employee's personnel file within a reasonable period of time following the expiration of a period of twenty-four (24) months following the effective date of the disciplinary action, providing no other instance of disciplinary action in respect of the employee has been recorded during that period.

After twelve (12) months following the effective date of the disciplinary action, the employee may request in writing that the disciplinary letter be removed from their file. The employer's decision in this regard will not be subject to the grievance procedure as outlined in Article 7.

10.06 Access to Personnel File

Upon request, an employee shall be given an opportunity to read their file. Such permission shall neither be unreasonably requested nor denied.

Where a reasonable need is established, employees shall be permitted to obtain copies of documents from their file.

10.07 Right to have Union Representation

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview and shall inform the employee of their right to have up to two (2) Union representatives from the Provincial and Regional Grievance Committees present at the interview. The employee shall be given enough time in advance to arrange for Union representation.

A CUPE staff representative shall be allowed access to meetings with the District School Superintendent, or any other level of management, when such meeting is for disciplinary purposes involving an employee of this bargaining unit.

ARTICLE 11 - SENIORITY

11.01 Seniority Defined

Subject to Article 11.11 seniority is defined as the length of service with a School District (or any former School District now included in or previously forming part of the present School District) in which an employee is employed.

11.02 Seniority Unit

The unit of operation for the application of Article 11 shall be the School District except in the case of Article 11.11.

11.03 Seniority List

(a) The Employer shall maintain a seniority list for permanent employees and a separate seniority list for casual employees showing the date upon which each employee's casual service commenced and the date upon which each employee's permanent service commenced. An employee's accumulated seniority shall be her service in casual employment and permanent employment. The seniority lists shall show an employee's classification, place of employment and District as identified by Provincial numerical code, accumulated seniority (calculated in years and days). Up to date seniority lists shall be posted on all bulletin boards by April 15 of each year for all permanent employees, and by October 31st of each year for casual employees. Once the seniority lists are posted they will remain posted until the revised seniority lists are prepared and posted. The seniority of a permanent employee shall be recognized as greater than that of any casual employee.

Article 11 shall have no application in the calculation of vacation, other than an employee's original date of permanent employment.

(b) Where an employee is affected by a layoff under Article 13 or is applying for a vacancy under Article 12, they may, during regular office hours, request an update of their seniority and that of any other employee(s) in the bargaining unit which may affect their rights under Article 12 or 13. The Employer shall, within five (5) days provide the requested information.

An employee affected by the procedure set forth in Article 11.03(b) shall, upon request, be afforded Union representation when meeting with the Employer at a mutually agreeable time.

11.04 Calculation of Seniority – Permanent Employees

(a) When a permanent employee has completed their probationary period, their permanent seniority shall date back to the date on which their permanent employment began. An employee's accumulated seniority shall be their service in casual employment and permanent employment.

(b) The seniority of permanent employees employed previous to July 1st, 2003 will be recognized as their accumulated seniority and from then on will accumulate seniority as per 11.04 (a) above.

(c) A laid off permanent employee assigned casual employment shall accumulate seniority on a daily basis during the layoff period.

11.05 Calculation of Seniority – Casual Employees

(a) Seniority for casual employees shall be calculated on a daily basis as follows:

During each calendar year, at any given point of time the total of their wages (excluding overtime pay) shall be divided by their hourly rate to produce the number of hours worked. The figure so arrived at will be divided by 7 1/4 to produce the number of working days represented by such total number of hours. For greater clarification 252 working days shall constitute one year's seniority. For service after July 1, 2007, 260 days shall constitute one year's seniority. Such seniority shall be used when applying for a job posting.

(b) A permanent laid off employee who has not obtained a permanent position within the eighteen (18) month layoff period shall retain all previously accumulated seniority if they have worked on a casual basis during such period. After the layoff period has expired, they shall be considered a new employee and all subsequent work performed on a casual basis will be calculated according to 11.05 (a).

11.06 Probationary Period - Permanent and Casual Employees

(a) Probationary Period - Permanent Employees

Permanent employees shall be considered probationary during the first ninety (90) workdays of employment as a permanent employee. After having accumulated five (5) days of approved absences during the probationary period, additional days of approved absence shall extend the probationary period by a corresponding number of days.

During such probationary period the decision of the Employer as to work assignments of the employee concerned shall be governed by the provisions of the Collective Agreement. During such probationary period the decision of the Employer as to layoff of the employee concerned shall be governed by the provisions of Article 13.01 of the Collective Agreement.

(b) Probationary Period - Casual Employees

Casual employees shall be considered to have completed the probationary period after the first ninety (90) days worked in a temporary assignment under Article 11.07(c) or any single long-term assignments of twenty (20) hours or more per week. After having accumulated five (5) days of approved absences during the probationary period, additional days of approved absence shall extend the probationary period by a corresponding number of days. In the event a casual employee, after completion of their probation period, obtains a permanent position, the provisions of Article 12.03(c) Trial Period – Casual Employees who Acquire a Permanent Position shall apply.

11.07 Work Assignments of a Casual Nature

(a) All work assignments of a casual nature of one (1) month duration or longer shall be afforded to the senior laid off permanent employees on complete layoff before it is offered to any casual employee, provided the employee has the minimum qualifications to do the job.

(b) The preference referred to in (a) for layoff permanent employees, shall only be for an 18-month duration from date of layoff. After the eighteen (18) month period of layoff, the employee's accumulated seniority shall be compared to the accumulated seniority to other casual employees for any purposes where seniority applies.

(c) All work assignments (27 hours or more) of a casual or temporary nature which:

(i) the Employer has determined will have an anticipated duration of three (3) months or longer, or

(ii) of a duration of three (3) months that are anticipated to continue for a minimum of one (1) month longer,

shall be offered to employees in the District, by order of their seniority, provided such employees have indicated in writing their willingness to accept such work assignments and providing that these employees have the ability to do the job. The second (2^{nd}) position vacated as a result of filling such a work assignment may be filled at the discretion of the Employer.

Should each part-time employee refuse the work assignment, it shall be offered to the senior casual employee who has the ability to do the job.

(d) A School District procedure mutually agreed upon by the Parties concerning work assignments of a casual nature shall apply in lieu of 11.07(a) and (c) above.

(e) The Regional Vice President will be notified in writing of all such temporary or casual assignments.

11.08 Loss of Seniority

(a) An employee will lose any acquired seniority and may only be re-employed as a new employee:

(i) if they were employed as a casual employee and have not worked during a period of more than eighteen (18) consecutive months;

(ii) if they voluntarily left the employ of the Employer for a continuous period of more than six (6) months; or

(iii) if they are discharged for just cause and are not reinstated;

(b) An employee will retain and continue to accumulate seniority:

(i) if they are on an approved leave of absence under Article 20, except unpaid general leave under Article 20.11;

(ii) if they are absent from work while in receipt of benefits under clause 28.01 (Workers' Compensation); or

(iii) if they are absent from work while on paid or unpaid leave due to sickness, illness, injury, or disability, including sick leave, Sick Bank benefits, medical E.I. benefits, medical C.P.P. benefits or L.T.D. benefits;

(c) An employee will retain their seniority but will not accumulate seniority if they are granted unpaid general leave under Article 20.11, for two (2) months or over, other than for Union matters. Employees on leave of absence for Union matters and for unpaid general leave under Article 20.11 for fewer than two (2) months will retain and continue to accumulate seniority during such periods.

(d) An employee who is suspended for just cause will not accumulate seniority during that period.

11.09 Permanent Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred or promoted to a position outside the Bargaining Unit without the employee's consent. Where an employee is voluntarily transferred or promoted outside the Bargaining Unit, they shall have the right to return to their position in the Bargaining Unit within fifteen (15) calendar days.

They shall retain their seniority acquired at the date of leaving the unit but will not accumulate any further seniority. After a period of six (6) months from the date of leaving the unit, they will lose any acquired seniority and shall only be re-employed as a new employee. Article 32.02 shall not apply.

The Employer will not be obliged to post vacancies created by Article 11.09 until the fifteen (15) calendar day period has expired.

Such return shall not result in the layoff or bumping of another employee.

11.10 Seniority Protection on Merger or Amalgamation

In the event that School Districts should merge, amalgamate, combine, or eliminate any of their operations or functions, or should a new School District be established, the Employer agrees to the retention of seniority rights for all employees.

11.11 (a) A permanent employee may use their seniority rights to bid on a posted vacancy within the District they are employed or any other District. However, the seniority of permanent employees employed within the District where the posted vacancy exists shall prevail over the seniority of the applicant from another district. Where the permanent employee from an adjacent District is successful under Article 12.02 (Role of Seniority in Filling Job Postings), they shall have seniority portability to the new District and such seniority shall form part of their cumulative seniority. There shall be no requirement to post a vacant position in any other District other than the District in which the position is located.

(b) An employee who accepts employment in a School District listed in Part II, First Schedule of the *Public Service Labour Relations Act* within eighteen (18) months of the resignation date from a School District listed in Part II of such Act shall retain previously accumulated seniority and such seniority shall form part of their cumulative seniority.

11.12 Student Attendants or Educational Assistants who came into the Bargaining Unit before the *Auxiliary Classes Act* was repealed (April 1, 1987) will be credited with all seniority for time worked under the provisions of that Act up to the time they came into the Bargaining Unit.

ARTICLE 12 - VACANCIES

12.01 (a) Job Postings

When a vacancy occurs within the Bargaining Unit, or the creation of a new position within the Bargaining Unit is established, such position shall be posted with complete information within ten (10) working days. Such notice shall be posted for a minimum of five (5) working days on bulletin boards in all buildings out of which employees work and a copy of the Notice shall be sent to the Regional Vice President and all employees on complete layoff. The notice may also be posted on School District websites ensuring that the posting clearly states that it is open to Bargaining Unit employees only.

Where operational requirements permit, no outside advertisements for additional employees shall be made until after the closing date of the posting and all internal applications have been processed.

(b) Information on Postings

Such notice shall contain the following information:

(1) Duties of the position
(2) Essential and desired qualifications (as per classification specifications)
(3) Work location, shift and hours of work
(4) Wage or salary rate
(5) Start date, and if a temporary position, anticipated end date
(6) Closing date of the competition

(c) Notice of Job Postings During Unpaid Separation

Employees shall be informed of all job postings under Article 12.01 (Job Postings) via their Employer email account during any period of unpaid separation. An employee who wishes to use an alternate email address shall advise the Employer and provide such information.

(d) Notice of Job Postings During Layoff

For a period of eighteen (18) months from layoff, all laid off employees shall be notified in writing of all job postings. The onus is on the employee to provide the Employer with updated contact information**.**

12.02 Role of Seniority in Filling Job Postings

(a) In filling job vacancies and new positions, appointment shall be awarded within five (5) working days from the closing of posting to the senior applicant, provided they are able to perform the job. The job shall be filled within seven (7) calendar days of appointment.

(b) Within seven (7) calendar days of appointment to a vacant position, the successful applicant shall be informed, and their name shall be posted on all appropriate bulletin boards. Such appointment shall be confirmed to the applicant in writing within seven (7) calendar days after the initial notification.

12.03 Trial Period

(a) Promotion or Change of Classification

Where an employee is promoted or changes classification within the Bargaining Unit, they shall have a trial period of up to twenty (20) workdays. Subject to the mutual agreement of the School District and the Regional Vice President, such trial period may be extended for as a reasonable period, and if:

(i) such employee is not confirmed by the Employer in the new position within such twenty (20) workday period; or

(ii) subject to (i) above, such employee does not wish to complete the trial period;

they shall revert to their former position and other employees shall revert as may be necessary. When the employee reverts back within their trial period, the vacancy shall be filled from the original list of applicants.

(b) An employee is not required to complete a trial period if:

(i) such employee has completed a trial period within the classification in the previous two (2) years. Only days actually worked in the position may be considered for the purpose of completing a trial period; and/or

(ii) such employee is promoted or changes classifications within the Bargaining Unit into a temporary position.

(c) Casual Employees who Acquire a Permanent Position

A casual employee who has completed their probationary period set forth in Clause 11.06(b) and who acquires a permanent position shall be subject to a trial period of up to twenty (20) workdays and shall not be subject to a second probationary period. Should such employee not be confirmed in their new position within such trial period they shall revert to their former status. A casual employee who has completed their probationary period and who acquires a permanent position in the same classification shall not have a trial period.

(d) Subject to the mutual agreement of the School District and the Regional Vice President, such trial period may be extended for as a reasonable period.

(e) The Employer shall not be required to post vacancies created by such promotion until such trial period is completed or until such employee has been confirmed in the new position.

(f) The trial period specified in (a) and ~~(b)~~ (c) above is a familiarization period and not to be considered as a training period for such employees.

12.04 Promotions Requiring Higher Qualifications

Consideration for promotion shall be given to the senior applicant who does not possess the required qualifications but is presently obtaining such qualifications prior to filling the vacancy. At the discretion of the Employer, such an employee may be given a trial period to qualify within a reasonable length of time and will revert to their former position if the required qualifications are not met within such time.

ARTICLE 13 - LAYOFF

13.01 Definition

A layoff for the purpose of this Agreement shall be defined as the elimination or reduction in a permanent employee's regular hours of work. The application of all layoff provisions shall be restricted to the School District in which the layoff occurs. The provisions of Article 13 shall not apply to casual or probationary employees.

13.02 Layoff Procedure

(a) In case of layoff, the employee with the least seniority in the classification within the School, School District Office, Education Centre or Alternative Learning Site affected will be laid off.

(b) Where it has been determined that a student or students require less assistance and where that decision would result in a reduction or in the elimination of the hours of work of a Student Attendant or an Educational Assistant or School Intervention Worker the Employer may assign the employee other duties to ensure that there will be no reduction in the assigned hours of work. Where the Employer does not assign the employee other duties and the employee suffers a reduction or an elimination of the assigned hours the employee will be considered to be in layoff status.

13.03 Notice of Layoff

(a) Except as provided under Article 13.04, the Employer (School District) will notify in writing employees who are to be laid off at least two (2) weeks before the layoff is to be effective. If the employee laid off has not had the opportunity to work their normal scheduled workdays during the term of notice, they shall be paid in lieu thereof for such days.

(b) The provisions of 13.03 (a) shall not apply to an employee who may be bumped and/or laid off due to another employee exercising their rights under Article 13.

13.04 Employees Engaged for the Year Except Summer, Christmas and March Break

The Employer shall not be required to provide a layoff notice, other than the Record of Employment Severance slips as per Employment and Immigration Canada Regulations to employees described above prior to those three unpaid separations. However, such employees shall be provided, prior to their separation for the summer break, with a letter from the School District indicating their probable:

(i) reporting date for work and work location for the next school year

(ii) regular hours of work, and

(iii) period of unpaid separation for the next Christmas, March and Summer Break.

13.05 Bumping Procedure

(a) A School Library Worker, School Administrative Assistant, School Clerk or District Administrative Support Worker, when laid off, shall be entitled to claim the position of any other School Library Worker, School Administrative Assistant, School Clerk, or District Administrative Support Worker in the District subject to the conditions in paragraph (c).

(b) A Student Attendant, Educational Assistant, Speech Therapy Assistant or School Intervention Worker, when laid-off, shall be entitled to claim the position of any other Student Attendant, Educational Assistant, Speech Therapy Assistant or School Intervention Worker in the District subject to the conditions in paragraph (c).

(c) Conditions:

The bumping procedure referred to in paragraphs 13.05(a) and (b) above is subject to the following conditions:

(i) that such other job is held by an employee with less seniority;

(ii) that the employee claiming the position has the ability to perform the work;

(iii) before claiming the position of School Intervention Worker and Speech Therapy Assistant, the employee claiming the position must possess the required qualifications or equivalencies for that classification;

(iv) the bumping procedure above shall be limited to a maximum of three (3) bumps and no layoff notice will be required for those employees who may be bumped. All bumps must be completed during the original layoff notice period. For greater clarification it is agreed

the third bump shall affect the most junior employee in the School District, subject to the provisions of (ii) and (iii) above;

(v) An employee who has claimed the position of another employee in accordance with Article 13.05 (c) (i), (ii) and (iii) above shall be given a familiarization and evaluation period not to exceed two (2) weeks.

(vi) A School District policy mutually agreed upon by the Parties concerning the bumping procedure shall apply in lieu of Article13.05 (c) (i), (ii), (iii), (iv) and (v) above.

13.06 Job Opportunities for Laid Off Employees

No new employee shall be hired in a School District until those on layoff for less than eighteen (18) consecutive months have been given an opportunity for a job vacancy under Article 12 and 13.10 (b).

13.07 Retention of Seniority on Layoff

In the event an employee is laid off they will not lose their seniority rights for eighteen (18) months from date of layoff.

13.08 Benefits During Layoff and Unpaid Separation

The Employer agrees to continue to pay the Employer's share of Group Life Insurance and Blue Cross for employees who are laid off (not working) for the remainder of the month of layoff and the month following. If an employee is separated as per 13.04 in the month of June, the Employer agrees to pay the Employer's share of these plans for the months of June, July, and August.

13.09 Delicate Relationship

Where a delicate relationship between an employee and a special needs student is deemed critical to the well being of the student, by the District Educational Support Services Team, the employee shall not be subject to be bumped for that school year. Where such a delicate relationship exists, the Employer agrees to meet with the Regional Vice-President two (2) weeks prior to staffing for the next school year, (or when a new situation arises during the school year), to inform them of the rationale for such delicate relationships. Two weeks prior to the end of classes for each school year, the Regional Vice-President shall be informed, in writing, where such delicate relationships exist.

13.10 (a) In the event of a layoff, work assignments of a casual or temporary nature shall be offered in accordance with Article 11.07 of this Collective Agreement.

(b) For a period of eighteen (18) months from layoff the laid off employee shall be notified of all job postings as per Article 12.01 (d)

13.11 An employee affected by the bumping procedures set forth in Article 13.05 shall, upon request, be afforded Union representation when meeting with the Employer at a mutually agreeable time.

ARTICLE 14 - HOURS OF WORK

14.01 (a) Weekly Hours of Work

The regular workweek for employees covered by this Agreement will be thirty-six and one-quarter (36 1/4) hours consisting of a five-day week, seven and one-quarter (7 1/4) hours per day as per schedule approved by the responsible officer, Monday to Friday, inclusive.

(b) Flexible Work Week

Upon written request and approval of the Director of Human Resources employees may be allowed a flexible schedule of work hours from July 1 to August 31, Christmas Break and March Break. For clarification, flexible schedule of work hours may include a compressed work week.

(c) Where an employee is requested to work additional hours beyond their regularly scheduled workday or work week, they may request in writing time off in lieu of pay. Where time off in lieu of pay has been approved by their immediate supervisor, it shall be taken at a time mutually agreeable to the employee and the Employer. Such accumulation shall be taken as leave or paid to the employee during the school year in which it was accumulated.

(d) The regular scheduled workday will not exceed the set hours of operations of the Office of the Superintendent unless mutually agreed to by both the employer and employee.

14.02 No Guarantee

This Article is intended to define the regular hours of work where applicable and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week.

14.03 Clerical Assistance

The ratio of clerical assistance to teachers referred to in the Collective Agreement between Treasury Board and the New Brunswick Teachers' Federation will not be considered as a maximum to determine the number of clerical assistants to be assigned to a School District.

14.04 Employment Stabilization

In order of seniority, an employee shall, where operational scheduling permits and there is no extra cost to the Employer, subject to Articles 11 and 12, be allowed a work schedule to maximize their working hours to a total of 7 $^{1}/_{4}$ hours per day and 36 $^{1}/_{4}$ hours per week.

14.05 Rest Periods

Each full-time employee may take two fifteen (15) minute breaks each day at the time approved by the responsible officer designated by the Employer.

Part-time and casual employees will be allowed one fifteen (15) minute break during each three consecutive hours worked. Notwithstanding, part-time, and casual employees will be allowed a minimum of one fifteen (15) minute break each day, provided that the employee is scheduled for 3 or more hours on that day. The maximum breaks in any given day worked will be two (2).

Rest periods will normally be scheduled at times other than at the start or end of their schedule.

14.06 Union Meeting

An employee on a shift which would normally preclude attendance at Union meetings shall be allowed to commence work earlier, or take unpaid leave, for the purpose of attending a Union meeting provided they have so notified their designated supervisor prior to the shift affected.

14.07 Split Shifts

There shall be no split shifts scheduled. A "split shift" is a shift in which there is a break of more than one non-working hour during the employee's regular daily hours of work. For greater clarification, meal periods are considered non-working hours and shall not exceed one hour per day unless mutually agreed to by both the employer and employee. This sub article does not apply to Student Attendants assigned to bus runs.

14.08 Indoor/Outdoor Non-Academic Duties

Non-Academic duties shall be kept to a minimum and evenly distributed among the staff.

ARTICLE 15 - OVERTIME

15.01 All work performed by employees covered by this Agreement, in excess of their regular workweek of thirty-six and one-quarter (36 $^{1}/_{4}$) hours per week or in excess of their regular work day as defined in clause 14.01 of Article 14 (Hours of Work), shall be paid for at the rate of time and one-half (1 $^{1}/_{2}$) the employee's regular

hourly rate or by granting one and one-half (1 1/2) time off. Time and one-half (1 1/2) compensation or time and one-half (1 1/2) off shall be the choice of the employee. If the employee elects time off, such time off shall be at a time mutually agreed to by the employee and the Employer. Where time off cannot be mutually agreed to within four (4) months the overtime shall be paid.

15.02 Employees entitled to be paid overtime under Article 15.01 above who are called back to work before or after their regular working day shall be paid at one and one-half (1 1/2) times their regular hourly rate for the first four (4) hours worked and double time for any hours in excess of four (4) hours, but in any event they shall be guaranteed a minimum of four (4) hours pay at their regular straight time hourly rate, whether work is available or not.

15.03 Where operational requirements permit, overtime and call back time shall be divided equally among the employees in the appropriate classification.

15.04 All overtime shall be authorized in advance by the responsible officer designated by the Employer.

15.05 Overtime Not Claimed

Compensation for overtime worked shall not be claimed for a period of extra duty at the end of a shift of fifteen (15) minutes or less. Where overtime in excess of fifteen (15) minutes is worked at the end of a shift, the initial fifteen (15) minutes of extra duty shall be included in the calculation of overtime.

15.06 There shall be no regular overtime scheduled while there are laid off employees regularly available and able to perform the work. It is understood this will not preclude the Employer from assigning overtime on an incidental or emergency basis.

15.07 Payment for or Supply of Meals

An employee required to work more than four (4) consecutive hours overtime shall be provided with a meal or an allowance in accordance with the Treasury Board Directive covering same.

ARTICLE 16 - TECHNOLOGICAL CHANGE

16.01 Technological change means the introduction of equipment or material of a different technical nature or kind than that previously used by the Employer and a change in the manner in which the Employer carries on its operations that is directly related to the introduction of that equipment or material.

16.02 The Employer shall provide at least thirty (30) calendar days' notice to the Union and the employee where the introduction of technological change will require the obtaining of new or greater skills than are needed by the employee to perform their duties under current methods of operation.

16.03 The notice referred to in Article 16.02 shall be given in writing and shall contain the following:

(a) the nature of the technological change;

(b) the anticipated date on which the Employer proposed to effect the change;

(c) the anticipated number, classification and location of employees affected.

16.04 The Parties agree that the Local Labour-Management Committees are an appropriate forum for discussions in the implementation of technological change.

16.05 An employee given notice under Article 16.02 will be given a reasonable period of training necessary to obtain the new or greater skills required by the particular technological change introduced. Such training shall be at the expense of the Employer, and where possible will be conducted during regular office hours (8:30 a.m. - 5:00 p.m.). The employee shall not suffer a reduction in pay or benefits during such training period. The Parties agree that the nature, extent, and intensity of the training period required will vary in relation to the particular technological change introduced.

16.06 If, after a reasonable period of training the employee is unable or unwilling to acquire sufficient competence, the Employer shall make every effort to retain the employee in such position as may be available within the competence of the employee. In the event that the employee is unable or unwilling to acquire sufficient competence, or no other position is available, the provisions of Article 13 (Layoff) shall apply.

16.07 If an employee's position is rendered redundant as a result of technological change, the provisions of Article 13 (Layoff) shall apply.

16.08 Where a School District offers a training or a workshop program on the operation of machines or office equipment used by members of the bargaining unit, employees whom the School District has determined are directly affected shall be given priority in order of seniority for such training and/or workshop.

ARTICLE 17 - HOLIDAYS

17.01 (a) Paid Holidays

All employees covered by this Agreement are to have the following holidays off without loss of pay provided such holidays occur on a regular working day:

New Year's Day;
Family Day;
Good Friday;
Easter Monday;
Victoria Day;
Canada Day;
New Brunswick Day;
Labour Day;
Thanksgiving Day;
Remembrance Day;
Christmas Day;
Boxing Day; or

any other day proclaimed by the Federal, Provincial, Municipal, or Civil Government to be celebrated in lieu thereof.

In scheduling part-time employees, the Employer will not change an employee's normal days of work within any scheduled week of work because such a day(s) falls on a holiday listed above.

(b) Where an employee is normally scheduled to work on December 24 and/or December 31, they shall receive their last four (4) working hours off with pay. However, where an employee is not scheduled to work December 24 and where December 25 falls on a Sunday or Monday an employee scheduled to work on the Friday before December 25 shall receive one half ($^1/_2$) of their normal hours of work off with pay on that Friday. Where due to operational requirements, it is not possible to provide these hours off, an employee shall be provided these hours off at a later date determined through mutual agreement between the Employer and employee in lieu thereof.

17.02 Pay for Work on a Holiday

Any employee required to work on any of the above-mentioned holidays shall be paid for the time so worked at the applicable overtime rate, in addition to that day's pay.

17.03 Compensation for Holiday Falling on Scheduled Day Off

(1) Subject to subsection (2) and (3), where a holiday falls on a day that is a day of rest for an employee, that employee is entitled to leave of absence with pay on another working day immediately following the holiday.

(2) Where an employee is required to perform the duties of their position on this working day immediately following a holiday that coincides with a day of rest, the employee shall be granted leave of absence with pay on such other working day as mutually agreed.

(3) This Article shall not apply to an employee during any period they are on leave of absence without pay, absent without leave, or under suspension.

ARTICLE 18 - VACATION

18.01 Length of Vacation - Employees Engaged for Twelve (12) Months

The vacation year will be from July 1 to June 30 of each year. All employees who are engaged for twelve (12) months of the year, other than casuals, shall receive an annual vacation with pay in accordance with their years of employment as follows:

(a) less than one (1) calendar year shall be entitled to vacation with pay at their regular rate calculated on the basis of one and one-quarter ($1\ ^1/_4$) days per calendar month of continuous service completed to June 30 of any year;

(b) one (1) calendar year but less than eight (8) calendar years shall be entitled to a vacation of three (3) weeks with pay at their regular rate;

(c) eight (8) calendar years but less than twenty (20) calendar years shall be entitled to a vacation of four (4) weeks with pay at their regular rate.

(d) twenty (20) calendar years or more shall be entitled to a vacation of five (5) weeks with pay at their regular rate.

Where an employee's employment is severed or they are absent for a continuous period of eighteen (18) months or more, they shall lose any and all vacation entitlements.

Employees shall receive their full vacation entitlement, i.e., 3 weeks, 4 weeks, 5 weeks, unless:

(a) they do not work any time during the vacation year;

(b) for periods of layoff in excess of fifteen (15) consecutive calendar days;

(c) on maternity leave;

(d) approved leave of absence without pay over 15 calendar days;

in which cases shall reduce the full vacation entitlement on a pro-rated basis of $^1/_{12}$ for each full calendar month of absence. For greater clarification, leaves of absence for Union business, excluding a leave of absence under 20.08 shall not reduce the full vacation entitlement.

For the purpose of Article 18.01, a year is twelve (12) months from an employee's date of hiring, i.e., where an employee is hired September 1, 1970, they would be entitled as of September 1, 1978, to a vacation of four weeks with pay at their regular rate for that vacation year.

18.02 Length of Vacation - Employees Not Engaged for Twelve (12) Months

An employee who is not engaged for twelve (12) months of the year other than casuals shall not be entitled to a vacation but shall be paid each month vacation pay calculated as follows:

(a) if they have less than one (1) calendar year's service, vacation pay at the rate of one and one-quarter ($1\ ^1/_4$) days' pay at their regular rate for each calendar month of service in the twelve months ending June 30;

(b) if they have one (1) or more calendar years of service but less than eight (8) calendar years' service, vacation pay at the rate of one and one-quarter ($1\ ^1/_4$) days' pay at their regular rate for each calendar month of service in the twelve months ending June 30 up to a maximum of fifteen days;

(c) if they have eight (8) or more calendar years of service but less than twenty (20) calendar years of service, vacation pay at the rate of one and two-thirds ($1\ ^{2}/_{3}$) days' pay at their regular rate for each calendar month of service in the twelve (12) months ending June 30 up to a maximum of twenty (20) days;

(d) if they have twenty (20) or more calendar years of service, vacation pay at the rate of two and one-twelfth ($2\ ^{1}/_{12}$) days' pay at their regular rate for each calendar month of service in the twelve (12) months ending June 30 up to a maximum of twenty-five (25) days.

Where an employee's employment is severed or they are absent for a continuous period of eighteen (18) months or more, they shall lose any and all vacation entitlements.

The only calendar month (January, February, etc.) an employee does not receive full vacation entitlement, i.e. $1\ ^{1}/_{4}$, $1\ ^{2}/_{3}$, or $2\ ^{1}/_{12}$ is for calendar months or portions thereof which an employee is laid off in excess of fifteen (15) consecutive calendar days, on maternity leave, or approved leave of absence without pay over 15 calendar days. For greater clarification leaves of absence for Union business, excluding a leave of absence under 20.08, shall not reduce the full vacation entitlement. The Parties agree that employees will not be entitled to vacation entitlement during the separation period during the summer.

If the 8th or 20th anniversary of the employee falls before the 16th of the calendar month they shall receive the higher vacation entitlement at the end of that month.

If the 8th or 20th anniversary of the employee falls after the 15th of the calendar month they shall receive the higher vacation entitlement at the end of the following month.

For the purpose of Article 18.02 a year's service is twelve (12) calendar months from employee's date of hiring.

For the purpose of both 18.01 and 18.02:

The sentence, "...they are absent for a period of eighteen (18) months or more they shall lose any and all vacation entitlements" only applies to continuous layoff for eighteen (18) months.

18.03 Computing Vacation

For the purpose of computing vacation qualifications, credit shall be given:

(a) for the days on which the employee is on vacation and approved leave of absence for Union business excluding a leave of absence under 20.08;

(b) for periods of leave of absence with pay granted pursuant to the provisions of this Agreement;

(c) for days on which the employee is on sick leave authorized by this Agreement; and

(d) for days on which the employee is absent from work while receiving Workers' Compensation Benefits.

18.04 Holiday During Vacation

If one of the holidays referred to in Article 17.01 hereof falls or is observed on a normal working day during an employee's vacation, they shall be granted an additional day's vacation on the first succeeding normal working day for such holiday, in addition to their regular vacation time.

18.05 Vacation Pay on Termination

An employee whose employment is terminated for any reason shall be paid, at the same time as their final pay cheque, any vacation pay which may have accrued to their benefit at the rate set out in Article 18.01 or 18.02.

18.06 Vacation Scheduling

Prior to April 30 of each year, employees entitled to vacations under 18.01 shall indicate in writing to their Employer their vacation preference.
The Employer shall post an approved vacation schedule by May 31 of each year and such schedule shall not be changed except through mutual consent.

The vacation schedule shall be arranged by the Employer so as to cause minimum of interference with the operations of the School District taking into account the seniority and preference of the employee.

18.07 Banking Vacation Credits

An employee entitled to three (3) weeks vacation or more shall be entitled to bank up to a maximum of ten (10) working days annual vacation. The maximum number of days which an employee can accumulate in the vacation bank shall not exceed twenty (20) days. The banked vacation shall be taken within any of the following five (5) vacation years at the rate of pay prevailing when the vacation is taken.

18.08 Vacation Pay for Casual Employees

The casual employee shall not be entitled to vacation but shall be paid vacation pay at the rate specified in the *Employment Standards Act* of the Province of New Brunswick. Except on termination of employment or appointment to a permanent position, vacation pay for a casual employee shall be paid during July of each year. On the appointment to a permanent position the casual shall receive 4% of their earnings or the *Employment Standards Act* entitlement whichever is greater, of all earnings from June 30th to date of receiving permanent position. Casual employment shall not be included in any vacation entitlement or calculation under 18.01 or 18.02. Article 18 shall not be used for any purpose or reference under Article 11.

18.09 Bereavement during vacation

Where an employee is granted bereavement leave under 20.01 of the contract while on vacation, they shall be reinstated with those vacation credits substituted by the application of the bereavement leave entitlement. The scheduling of these reinstated vacation credits shall be subject to the provisions of 18.06 (Vacation Scheduling) of the contract.

ARTICLE 19 - SICK LEAVE

19.01 Sick Leave Defined

Sick Leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

19.02 Amount of Sick Leave

(a) Full-time Employees - Full-time employees shall accumulate sick pay credits at the rate of one and a half (1 1/2) days per month for each calendar month of service up to a maximum credit of 240 days. The Parties agree that full-time employees will not accumulate sick leave credits during the separation period during July and August.

(b) Part-time Employees

(i) Part-time employees who regularly work every working day shall accumulate sick pay credits in the same manner as full-time employees and their sick pay per day shall be the normal daily wages which they receive.

(ii) Part-time employees who do not work every working day shall accumulate sick pay credits at the rate of one and one-half (1 ½) days for each twenty (20) working days of service up to a maximum credit of 150 days and their sick pay per day shall be the normal daily wages which they receive.

(iii) Subject to 19.02 (b) (2), casual employees shall accumulate sick pay credits.

19.03 Computation of Sick Leave

(a) Employment on or after July 1968 - A present employee whose employment with the School District or the School District's predecessor began on or after July 1, 1968, shall accumulate sick pay credits in accordance with 19.02 (a) or (b), whichever is applicable, from the date their continuous employment began.

(b) Future Employees - Future employees shall accumulate sick pay credits in accordance with Article 19.02 (a) or (b), whichever is applicable.

19.04 Deductions from Sick Leave

A deduction shall be made from accumulated sick pay credits of all normal working days (exclusive of holidays) absent for sick leave as defined in Article 19.02. Absence on account of illness for less than one-half ($^1/_2$) day may be deducted as one-half ($^1/_2$) day; absence for more than a half day but less than a full day may be deducted as a full day.

19.05 Medical Certificates

(a) The Employer may require an employee to submit a certificate signed by a medical doctor or nurse practitioner for a period of sick leave in excess of three (3) consecutive days, or for any period when the employee has used ten (10) days of sick leave (made up of two (2) consecutive days or less) in twelve (12) consecutive months. If such a certificate is required, it shall be asked for during the illness, but an employee may be notified in advance, on an individual basis, that such a certificate will be required in the future and given a reasonable time to provide the documentation. An employee may be required to sign a sick leave form, confirming the absence and the date(s) for any period of illness.

(b) Any request for sick leave may be investigated by the School District and the Parties agree that abuse of sick leave may result in disciplinary action.

19.06 Proof of Illness

An employee who is absent from work on account of sickness who wishes to use their sick pay credits for such absence must notify their immediate superior of their absence as soon as possible. Within five (5) days of returning to work, the employee shall notify the Employer of the number of days absent on the appropriate form if required.

19.07 Extension of Sick Leave

Unless an employee otherwise requests in writing, an employee who has used up their sick leave credits shall be granted advanced sick leave with pay for a period up to fifteen (15) days subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

19.08 Payback for Unrecovered Sick Leave

An employee who has been granted advanced sick leave under clause 19.07 above shall, upon ceasing to be an employee, compensate the Employer for advanced sick leave granted which has not been recovered, and the amount of the compensation shall be calculated at the employee's daily rate of compensation at the time they ceased to be an employee.

19.09 Illness during Vacation

Any employee who, while on annual vacation, becomes ill may use sick leave credits rather than lose any portion of vacation. In such cases, where sick leave is claimed, proof of illness must be supplied.

19.10 Sick Leave Bank

The Parties agree to Appendix (Sick Leave Bank).

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Bereavement Leave

(a) An employee (a) An employee shall be granted bereavement leave in the event of the death of the employee's parent, spouse, common-law partner, same sex partner, persons in loco parentis, child, step-child, common-law child, brother, sister, step-sister, step-brother, step-parent, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, or any other relative living in the household of the employee, without loss of regular pay for five (5) consecutive working days.

(b) An employee shall be granted bereavement leave in the event of the death of the employee's aunt, uncle, niece, or nephew without loss of regular pay for two (2) consecutive working days.

(c) Leave in this Article may commence with the notification of the death. If the employee has reported to duty, the bereavement leave may commence on the next day. It is understood that leave under this article, other than leave in 20.01 (d) below, shall commence within seven calendar days following the day of the event, not counting any statutory holidays that may occur during this time frame.

(d) If the burial, memorial service, celebration of life, funeral, or other commemorative gathering does not immediately follow the death, the employee may request in writing to use one of the days of leave without loss of regular pay available under 20.01 at a later date to attend the burial, memorial service, celebration of life, funeral, or other commemorative gathering.

20.02 Pallbearer Leave

One (1) day's leave, which includes travel time if any, at the regular wage shall be granted to an employee to attend a funeral as a pallbearer.

20.03 Jury or Witness Duty

An employee who is summoned for jury duty or summoned as a court witness shall be paid the difference between the jury or witness fee and their regular day's pay. Such difference shall not be paid unless the employee produces a certificate of attendance for jury or witness duty on the day concerned. If an employee is required to report on any day for jury or witness duty but is not required to serve for the entire day, such employee shall then report for work.

20.04 Meeting with Employer

Where the Employer requires an employee to leave their job temporarily in order to meet with the Employer, such employee shall not suffer any loss of pay for the time they are temporarily absent from their job at the Employer's request. Where operational requirements permit, these meetings will be held during working hours.

20.05 Examination Leave

Where the School District requires an employee to write examinations to assess the qualifications of the employee and the employee is required to be away from their job in order to write the examinations, the employee shall not suffer any loss of pay or seniority for time absent from the job to write the examinations. The Employer shall provide at least forty-eight (48) hours notice prior to such examination.

20.06 Educational Leave

Upon request an employee may be granted educational leave without pay. Such leave will not be unreasonably withheld.

20.07 Union Leave

(a) Union Business

The Employer shall grant leave of absence with pay for Union business upon written notification from the employee. Such notification shall be provided to the Employer within a reasonable period of time prior to the commencement of the leave and no greater than twelve (12) employees from a School District may be absent under this clause on any given workday. The Local Union shall reimburse the Employer for all wages paid to an employee under this clause plus an additional 15.6% of the wages paid. Where an employee is granted leave under this clause for the purpose of attendance at an adjudication hearing, the Local Union shall reimburse the Employer for the wages paid and will not be subject to the additional 15.6% unless the employee is absent for more than five (5) consecutive work days.

(b) Provincial Union Meeting

At the written request of the Union, and where operational requirements permit, the Employer shall grant leave of absence with pay, up to (2) days annually, to not more than twenty-one (21) employees designated by the Union for each School District at the same time. The designated employee must request such leave of absence at least two weeks prior to the proposed leave. The Union shall reimburse the Employer for all wages paid to an employee under this clause plus an additional 15.6% of the wages paid.

(c) Negotiating Committee

The Employer shall grant leave of absence with pay to all employees on the Provincial Negotiating Committee, limited to ten (10) employees for each School District at a time, for all negotiation-related activities, including preparation for negotiations and educational opportunities, upon written notification from the employee. Such notification shall be provided to the Employer within a reasonable period of time prior to the commencement of the leave. The period of time that such leave may be taken shall start from one (1) year prior to the expiration of the Collective Agreement. The Union shall reimburse the Employer for wages paid for such leave of absence and shall not be subject to the additional 15.6%.

(d) Conventions and Education Seminars

At the written request of the Union, and where operational requirements permit, the Employer shall grant leave of absence with pay to not more than twelve (12) employees for each School District at the same time, designated by the Union for the purpose of attending labour conventions or education seminars, provided that the Union shall have requested such leave of absence at least two weeks prior to the proposed leave. It is understood by the parties that the four (4) Provincial Executive Officers of the Union shall be granted leave under this provision in addition to the twelve (12) employees for each School District. The pay granted by the Employer for the leave of absence shall be reimbursed to the Employer by the Local Union and shall not be subject to the additional 15.6%. This leave shall not be unreasonably withheld.

Additional employees may, at the Employer's discretion, be granted leave to attend conventions or education seminars scheduled by the Union and coinciding with non-instructional days, provided that the Union shall have requested such leave of absence from the school district at least one (1) month prior to the proposed leave.

(e) CUPE 2745 Annual General Meeting

At the written request of the Union, and where operational requirements permit, the Employer shall grant leave of absence with pay up to one (1) day annually to not more than twenty five (25) employees, from each School District at the same time, designated by the Union to attend the annual meeting of CUPE 2745, provided the Union shall have requested such leave of absence at least two weeks prior to the proposed leave. It is understood by the parties that the four (4) Provincial Executive Officers of the Union shall be granted leave under this provision in addition to the twenty-five (25) employees for each School District. The pay granted by the Employer for the leave of

absence shall be reimbursed to the Employer by the Local Union and shall not be subject to the additional 15.6%. This leave shall not be unreasonably withheld.

(f) CUPE 2745 Elected Positions

An employee who is elected or selected to be Provincial President of the Local or act in that capacity, shall be granted a leave of absence with pay by the Employer to perform the duties of their office, without loss of seniority or any other accrued benefits for a period up to two (2) years and shall be renewed upon request. The Local Union shall reimburse the Employer for all wages paid to an employee under this clause plus an additional 15.6% of the wages paid. The employee shall accumulate vacation credits during this leave provided that all vacation accumulated during such a leave is taken during the period of the leave. For clarification, the employee shall not carry over vacation accumulated during a leave of absence under 20.07(f).

20.08 Public Office and other Positions

A permanent employee who is elected or selected for a staff position with a body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay by the Employer, without loss of seniority, for a period up to one year. Such leave shall be applied for to the Employer each subsequent year and shall not be unreasonably denied.

20.09 Grievance and Adjudication Pay Provisions

The grievor and the Provincial President or their designate shall not suffer any loss of pay or benefits for the time involved in grievance and adjudication procedures.

20.10 Medical Care Leave

Leave of absence with pay may be granted for an employee's pre-scheduled medical, dental or other appointments with health care professionals, provided the employee has made every effort to arrange such appointment outside her normal working hours. Such leave shall not be unreasonably requested or unreasonably withheld.

20.11 General Leave

The Employer may grant leave of absence with or without pay. Such a leave shall not be unreasonably withheld.

20.12 Emergency Leave

Emergency leave with pay may be granted to an employee by the Employer for a period not exceeding five (5) working days:

(i) where there is a serious illness in the employee's immediate family;

(ii) where circumstances not directly attributable to the employee prevent them from reporting for duty; or

(iii) under such other circumstances as the Employer may approve.

Such leave shall not be unreasonably withheld.

For the purposes of this Article “immediate family” is defined as:

(a) Spouse/Common law spouse;
(b) Parents;
(c) Children;
(d) Siblings;
(e) Grandparents;

(f) Grandchildren;

(g) Person in loco parentis.

For the purposes of this Article "emergency" means a sudden, generally unexpected occurrence or set of circumstances demanding immediate attention.

20.13 Contagious Disease/Quarantine

No employee shall suffer a deduction in salary when absent because of a disease necessitating quarantine when the employee has not contracted the disease themselves. Such absence shall not be deducted from an employee's sick leave.

20.14 Road Conditions, Storm Days and Workplace Closures

(a) An employee prevented from reporting to work because of hazardous road conditions caused by weather conditions will not be required to report to their work place or any other work place during the period of hazardous conditions and shall not suffer any loss of pay and not be required to make up the time on account of such absence.

(b) Days during which a school or workplace is closed due to inclement weather or for reasons of public health and safety, employees in that school or workplace are not required to be in attendance either at that school or any other workplace and shall not suffer any loss of pay nor be required to make up the time on account of such absence. It is understood that employees may be required to report to another school or workplace when circumstances have necessitated the transfer of students to another school or workplace. This provision will remain in effect only for such time that teachers are not required to report to work under the provisions of Article 16 of the *Agreement between Board of Management and the New Brunswick Teachers' Federation.*

(c) When a school has been closed during an employee's workday due to weather conditions such an employee shall be entitled to leave their workplace without loss of pay after consultation with their immediate supervisor. Such right to leave shall not be unreasonably withheld.

20.15 Professional Development

(a) The Parties agree that a Professional Development Sub-Committee of the Provincial Labour-Management Committee shall be established to develop guidelines for a program of professional development.

(b) Once such guidelines have been agreed to at the Provincial Professional Development Sub-Committee, they shall be circulated to District Labour-Management Committees, for joint discussion and to implement a program for professional development.

(c) It is understood that the time used for such professional development will be jointly determined at the District Labour-Management Committees. It is understood that employees on the Provincial and District Labour-Management Committees, the Professional Development Sub-Committee and the E.F.A.P. Committee will not suffer any loss of pay for time spent at these Provincial or District Committee meetings.

(d) The parties agree that a special Professional Development Sub-Committee of the Provincial Labour-Management Committee shall be established to develop guidelines for a program of professional development, which include a minimum number of days of professional development to be delivered each school year. This Sub-Committee shall meet within ninety (90) days of the signing of this collective agreement and shall meet a minimum of two (2) times a year, unless otherwise agreed.

(e) Two (2) of the eight (8) days allotted in the school calendar for professional development shall be available for CUPE educational workshops, conferences, Regional or Zone meetings. Such days shall have a reasonable proportion of CUPE Educational content as mutually agreed upon by CUPE and Education and Early Childhood Development. The dates shall coincide with the NBTA/AEFNB Branch Meetings and Subject Council Day.

20.16 Training

The Employer shall provide training on internal software programs used exclusively by the Employer if necessary.

When the Employer requires an employee to attend training, the Employer shall pay the full cost. Where operational requirements permit, every effort shall be made to provide opportunities for training during regular work hours. If the training is on-site, it is understood that the employee will not be expected to perform their regular duties during the training unless the employee is completing a work practicum or on-the-job training requirements.

20.17 Compassionate Care Leave

Upon request, an employee shall be granted an unpaid leave of absence as per the Compassionate Care Leave provisions of the *Employment Standards Act*.

20.18 Foster Care Leave

(a) When a foster child is placed in the home of an employee who is an approved foster care provider, the employee shall be granted, upon their request, leave without loss of regular pay within seven (7) calendar days after the placement of the foster child.

(b) An employee may use leave under 20.18(a) up to a maximum of two (2) regular working days within one (1) school year. Such leave shall be granted on the basis of half or full regular working days.

(c) Within fourteen (14) calendar days after taking leave under 20.18(a), the employee will provide the School District with confirmation in writing of the date of the foster child's placement from the appropriate provincial agency.

20.19 Domestic Violence, Intimate Partner Violence or Sexual Violence Leave

(a) Employees in the bargaining unit, who have been in the employ of the employer for more than 90 days, shall have the right to Domestic Violence, Intimate Partner Violence or Sexual Violence Leave pursuant to the *Employment Standards Act* and Regulation 2018-81 as amended from time to time:

(1) The total of the leave of under this article for a calendar year shall not exceed the following:

(i) up to 10 days, which the employee may take intermittently, including a fraction of a day, or in one continuous period; and

(ii) up to 16 weeks in one continuous period.

(2) The first five (5) days of the leave of absence under this article for each calendar year shall be paid leave. The balance of the employee's entitlement to leave under this article shall be unpaid leave.

(3) An employee intending to take a leave of absence under this article shall advise the employer in writing as soon as possible of the employee's intention to take the leave, the anticipated commencement date of the leave, the anticipated duration of the leave and the purpose for which the leave is to be taken. Allowable purposes related to or resulting from domestic violence, intimate partner violence or sexual violence are:

(i) to seek medical attention for the employee or the child of the employee for a physical or psychological injury or disability caused by the domestic violence, intimate partner violence or sexual violence;

(ii) to obtain victim services for the employee or the child of the employee from a qualified person or organization;

(iii) to obtain psychological or other counselling from a qualified person for the employee or the child of the employee;

(iv) to relocate temporarily or permanently;

(v) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence, intimate partner violence or sexual violence; and

(vi) for any other purpose related to or resulting from the domestic violence, intimate partner violence or sexual violence.

(4) If circumstances beyond the control of the employee require a change in the duration of the leave of absence, the employee shall advise the employer in writing of the change as soon as possible.

(5) All documentation or other material received in relation to the employee's leave of absence, is confidential and shall not be disclosed unless:

(i) the employee has consented in writing to the disclosure;

(ii) the disclosure is made to an officer, employee or agent of the employer who needs the record in the performance of their duties; or

(iii) the disclosure is authorized or required by law.

(b) The parties recognize where a conflict occurs between the provisions of Article 20.15 and the *New Brunswick Employment Standards Act* and Regulation 2018-81, the *New Brunswick Employment Standards Act* and Regulation 2018-81 shall prevail.

(c) The Employer shall offer to work with an Employee experiencing domestic partner violence to develop a safety plan as per the *Individualized Workplace Domestic and Intimate Partner Violence Safety Plan* or its equivalent. This type of safety plan explores a variety of options and work arrangements that aim to increase the protection of the Employee. It is to improve an Employee's personal safety and security when at work, including inside and outside the workplace in the context of work-related activities.

ARTICLE 21 – MATERNITY LEAVE / PATERNITY LEAVE / CHILDCARE LEAVE / ADOPTION LEAVE

21.01 Maternity Leave

(a) In case of pregnancy, an employee shall be granted upon request an unpaid maternity leave of up to seventeen (17) weeks without pay, commencing as early as thirteen (13) weeks before the due date. Fifteen (15) weeks prior to the anticipated date of delivery, or as soon as their pregnancy is confirmed, whichever is the later, an employee shall forward to the Employer a written request for maternity leave. Included in this written request, the employee shall also indicate their anticipated date of return to the workplace. This leave may commence prior to the anticipated date of delivery but shall commence no later than the date of delivery.

(b) The Employer may require an employee to commence a leave of absence, only at such time as the employee, as a result of pregnancy, cannot reasonably and safely perform their duties.

(c) An employee returning from maternity leave shall give the Employer written notice of the fact at least ten (10) working days prior to returning to work and shall be placed in their previously held classification at their work location at a rate of pay that is equivalent to or greater than the rate of pay they were receiving immediately prior to their departure on maternity leave. If the employee's previously held position has been affected by layoff, the provisions of Article 13 shall apply.

(d) An employee who is absent from work and is receiving Workers' Compensation Benefits is not entitled to any benefits under Article 21.

(e) The Employer may, upon request in writing from the employee, extend the total period of unpaid maternity leave referred to in Article 21.03(b).

(f) During the period of up to seventeen (17) weeks only specified in Article 21.03(b), an employee continues to earn seniority and continuous service credits. An employee maintains but does not accrue sick leave or vacation leave credits. Periods of less than one (1) month shall not be counted in this calculation.

(g) When an employee on maternity leave wishes to return earlier than provided for under Article 21.03(b) they shall give the Employer notice of the fact at least ten (10) working days in advance and the Employer will make every reasonable effort to accommodate their request.

21.02 Leave for the Other Parent

(a) On the occasion of the birth of a child, a parent other than the birthing parent shall be granted on request leave with pay to a maximum of three (3) days. Such leave is to be taken within a reasonable period of time surrounding the birth of the child.

(b) On the occasion of the adoption of a child, an employee who is not taking adoption leave shall be granted, on request, special leave with pay to a maximum of five (5) days. Such leave is to be taken within a reasonable period of time surrounding the placement of the child.

21.03 Supplementary Unemployment Benefit Plan

(a) After completion of one (1) year continuous employment, an employee who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that they have applied for and are eligible to receive Employment Insurance (EI) benefits pursuant to the *Employment Insurance Act*, shall be eligible to be paid a supplementary leave allowance in accordance with the Supplementary Unemployment Benefit Plan for a period not to exceed seventeen (17) continuous weeks, as described in the table below:

	When	Then
17 weeks	While on maternity leave, during the one (1) week waiting period for EI eligibility	• the employee receives an allowance of 75% of regular rate of pay less any other monies earned during this period as per Article 29.08 (c)

	While on maternity leave, during the next fifteen (15) continuous weeks	• the employee receives EI benefits;
		• the Employer pays an allowance to the employee equal to the difference between:
		  • the standard EI benefit rate the employee is receiving, and
		  • 75% of the employee's regular rate of pay.

	While on child care leave, during the first week	• the employee receives EI benefits;
		• the Employer pays an allowance to the employee equal to the difference between:
		  • the standard EI benefit rate the employee is receiving, and
		  • 75% of the employee's regular rate of pay.

	New While on adoption leave, during the one (1) week waiting period for EI eligibility	• the employee receives an allowance of 75% of regular rate of pay less any other monies earned during this period as per Article 29.08 (c)

	New
	While on adoption leave, during the next sixteen (16) continuous weeks
		• the employee receives EI benefits
		• the Employer pays an allowance to the employee equal to the difference between:
		  • the standard EI benefit rate the employee is receiving, and
		  • 75% of the employee's regular rate of pay.

Note: Where the employee is in receipt of extended EI benefits, the payments will be equivalent to the difference between the weekly standard EI benefit rate and 75% of regular rate of pay. Leave income will not be calculated based on an extended EI benefit rate should the employee elect the extended leave option.

(b) In respect of the period of maternity leave payments made according to the Supplementary Unemployment Benefit Plan will consist of payments equal to the difference between the EI benefits the employee is eligible to receive and seventy-five percent (75%) of their regular rate of pay~~,~~ at the time maternity leave or adoption leave commences, less any other monies received during the period which may result in a decrease in benefits to which the employee would have been eligible if no extra monies had been received during this period.

(c) "Regular rate of pay" shall mean the rate of pay the employee was receiving at the time maternity leave commenced but does not include retroactive adjustment of rate of pay, acting pay, overtime, shift premium or any other form of supplementary compensation

21.04 Child Care and Adoption Leave

(a) An employee who is a natural or adoptive parent shall be granted upon request in writing child care or adoption leave without pay for a period of up to sixty-two (62) weeks or such a shorter period as the employee requests. The leave may be shared by the parents or taken wholly by one (1) parent.

(b) Such leave shall commence at a mutually agreed time no earlier than the date on which the newborn or adoptive child comes into the employee's care and shall end no later than seventy-eight (78) weeks after this date.

(c) In absence of an emergency, such leave shall be requested a minimum of four (4) weeks prior to the commencement of such leave in the case of natural parents and as soon as possible prior to the commencement of such leave in the case of adoptive parents.

(d) During the period of child care or adoption leave of up to sixty-two (62) weeks only as specified in Article 21.04(a):

(i) An employee shall retain their full employment status and continue to accumulate seniority; and

(ii) An employee maintains but does not accrue sick leave or vacation leave benefits.

(e) The total number of weeks an employee is eligible for child care or adoption leave may be shortened or lengthened by mutual agreement between the Employer and the employee.

(f) An employee granted child care leave or adoption leave pursuant to this Article may, where permissible under the relevant benefit plans, continue contributions, including those of the Employer, during such leave.

(g) An employee returning to work from child care or adoption leave shall be reinstated to their previously held position and shall receive a rate of pay that is equivalent to or greater than the rate of pay they were receiving immediately prior to departure on child care leave or an equivalent position with no decrease in pay.

(h) Employers shall not dismiss, suspend, or layoff an employee during the leave for reasons arising from the leave alone.

21.05 The total number of weeks an employee may be away from the workplace under the provisions of this Article shall not exceed seventy- eight (78) weeks.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.01 Wages

The wage rates for each classification in the bargaining unit shall be the wage rates for that classification set out in Schedule "A" annexed to this Agreement and shall be effective during the term of this Agreement.

22.02 (a) All employees will be paid on every second Friday. Once Fusion has been implemented, all employees will be paid on every second Thursday. Should any holiday fall on a pay day, the employees shall be paid on the preceding day.

(b) Any overtime worked by an employee shall be paid not later than the fifteenth day of the month following the month in which the overtime was earned.

22.03 Acting Pay

Except when covering for a person on vacation, where an employee has been temporarily assigned to perform the principal duties of a higher paying position for a period of three (3) consecutive working days or more they shall receive the rate for the position and the rate shall be retroactive to the first day that they substituted in or performed the principal duties of the higher paying position. When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced.

22.04 Rate of Pay on Promotion

Where an employee is promoted to a higher classification, they shall be paid at the rate of pay in the new classification.

22.05 Mileage Allowance

Employees requested by the Employer to use their own motor vehicles for travelling in the performance of their regular duties shall be paid in accordance with the applicable Treasury Board policy as may be amended from time to time. The Employer will notify the Union of any changes in the policy.

22.06 Retirement Allowance

(a) When an employee having five (5) years of continuous permanent service or more retires due to illness, accident, death or age, or is laid off, the Employer shall pay such employee or their beneficiary a retirement allowance in a lump sum. The calculation of retirement allowance shall be equal to five (5) days times the employee's total service prorated based on a thirty-six and one quarter (36¼) hour workweek, to a maximum of one hundred and twenty-five days (125), paid at seven and one quarter (7¼) hours times the employee's hourly rate of pay at the time of their retirement or death.

(b) If an employee applies for retirement allowance due to illness or accident, the Employer may require the employee to appear for a medical examination by a doctor chosen by the Employer.

(c) Notwithstanding that an employee is found eligible for retirement as specified in (a) or (b) above in a specific classification, they may apply for and be employed in any other classification for which they may be qualified by reason of health, training and experience.

(d) When an employee is laid off, the retirement allowance shall be paid in a lump sum eighteen (18) months after the date they were laid off.

(e) At the employee's request, the payment of the allowance shall be:

(i) A lump sum payment at the time of entitlement, or

(ii) Held over to the next taxation year, or any other year following entitlement, or

(iii) Converted by the employee to an individual income averaging annuity payable at normal retirement age.

(f) Notwithstanding any of the provisions of this Article, an employee who normally would be entitled to retirement allowance may, within five (5) years of becoming eligible for retirement, subject to satisfactory notice to the Employer, and when replacement is available, take up to three (3) paid pre-retirement vacations, with no more than one vacation in any school-year, to be charged against their retirement allowance. Vacation leave shall not accumulate during the time of such pre-retirement vacation leave.

(g) In order to allow for orderly work scheduling a request for conversion to a pre-retirement vacation equivalent must be submitted at least sixty (60) days in advance.

(h) When calculating retirement allowance entitlement for an employee who has at least five (5) years seniority, retirement allowance for less than a full year shall be on a pro-rata basis (ex: $^1/_2$ year equals 2 $^1/_2$ days' pay).

22.07 Recognition and Retention

(a) An employee in the bargaining unit shall, after completing 25 years of continuous service be entitled to a 3% adjustment to their regular rate of pay. The employer shall implement such adjustment during the first pay period following the 25th anniversary of the employee's commencement date.

(b) An employee in the bargaining unit shall, after completing 20 years of continuous service be entitled to a 2% adjustment to their regular rate of pay. The employer shall implement such adjustment during the first pay period following the 20th anniversary of the employee's commencement date.

(c) An employee in the bargaining unit shall, after completing 15 years of continuous service be entitled to a 1% adjustment to their regular rate of pay. The employer shall implement such adjustment during the first pay period following the 15th anniversary of the employee's commencement date.

(d) For the purposes of the initial implementation of the Recognition and Retention Premium, all employees who have already completed the requisite years of service with the Employer as of the date of signing of this collective agreement shall be entitled to the Retention Premium effective the date of signing.

22.08 Direct Deposit

All employees will be paid by direct deposit.

ARTICLE 23 - DEFINITIONS

23.01 (a) A "permanent" employee is one who is engaged either for the full year or for the period of the year during which the schools are open for their regular terms.

(b) A "full-time" employee is a permanent employee who works on a regular schedule of thirty-one (31) hours or more per week.

(c) A "part-time" employee is one who is a permanent employee who works on a regular schedule of less than thirty-one (31) hours per week.

(d) A "casual" employee is one who meets the definition of employee in the *Public Service Labour Relations Act* and when employed on a casual or temporary basis for a continuous period of one hundred and twenty (120) working days within the District, shall be entitled to all the rights and benefits of the Collective Agreement unless an article:

(i) otherwise specifies; or

(ii) specifically refers only to one or more of the other definitions of an employee (i.e. permanent, part-time, or full-time).

A casual worker employed on a casual or temporary basis, who has not worked for a continuous period of one hundred and twenty (120) working days within the District, shall be entitled to the following terms and conditions of employment.

A. The following articles SHALL apply to casuals who have worked less than a continuous period of one hundred and twenty (120) working days:

PREAMBLE

ARTICLE 1 - RECOGNITION AND NEGOTIATIONS (Except for 1.05)

ARTICLE 2 - MANAGEMENT RIGHTS AND PROVINCIAL SECURITY

ARTICLE 3 - DISCRIMINATION

ARTICLE 4 - UNION MEMBERSHIP AND DUES CHECK OFF

ARTICLE 5 - CORRESPONDANCE

ARTICLE 6 - LABOUR-MANAGEMENT COMMITTEES (Except for 6.05)

ARTICLE 7 - GRIEVANCE PROCEDURE

With the Exception of: Discipline, suspension and discharge of a casual employee shall not be subject to grievance and adjudication procedures.

ARTICLE 8 - ADJUDICATION

With the Exception of: Discipline, suspension and discharge of a casual employee shall not be subject to grievance and adjudication procedures.

ARTICLE 9- NO STRIKES AND LOCKOUTS

ARTICLE 11 - SENIORITY (only 11.01, 11.02, 11.03,11.05, 11.06 (B), 11.08, 11.10 and 11.07(a) and 11.07 (C)

As follows: Work assignments of three (3) months or longer will be deemed to have been offered to the employees in the District according to clause 11.07 (c) if it is posted in accordance with the job posting provisions of Article 12. Notwithstanding clause 12.01 (a), where a work assignment of three (3) months or longer is posted in accordance with the posting provisions of Article 12 the notice for such work assignment shall be posted for a minimum of (5) working days.)

ARTICLE 12 - VACANCIES (Except for 12.04)

ARTICLE 14 - HOURS OF WORK

ARTICLE 16 - TECHNOLOGICAL CHANGE (Only 16.01, 16.02, 16.03 and 16.04)

ARTICLE 18 - VACATION (Only 18.08)

ARTICLE 23 - DEFINITIONS (As proposed)

ARTICLE 24- CLASSIFICATION (Except for 24.03 and 24.04)

ARTICLE 29 - SAFETY AND HEALTH

ARTICLE 31 - GENERAL CONDITIONS

ARTICLE 33 - COPIES OF THE AGREEMENT

ARTICLE 34 - DURATION AND TERMINATION

B. The following Articles and Letters of Agreement of the Collective Agreement SHALL NOT apply to casual employees having worked less than a continuous period of one hundred and twenty (120) working days.

ARTICLE 13 – LAYOFF

ARTICLE 25 – RETIREMENT AGE AND PENSION

ARTICLE 26 – GROUP LIFE INSURANCE

ARTICLE 27 – MEDAVIE BLUE CROSS

ARTICLE 28 – WORKERS' COMPENSATION

ARTICLE 30 – JOB SECURITY

ARTICLE 32 – PRESENT CONDITIONS AND BENEFITS

LOI Deferred Salary Leave

LOA Hours as of October 15th

LOA Contracting Out

LOI Pension for FT Employees

LOI Pupil Prep Day

SLB Sick Leave Bank

LOI Hours of Work

LOA Delicate Relationship

LOI Autism Intervention Training.

C. The following alternate provisions will apply to casual employees having worked less than a continuous period of one hundred and twenty (120) working days.

ARTICLE 10- SUSPENSION, DISCIPLINE AND DISCHARGE

Does not apply.

Alternate Provision: A casual employee is employed on a non-permanent, temporary, or sporadic basis, and does not occupy a regular or permanent position in the Public Service. As such, the Employer may terminate the employment of a casual employee without cause at any time and the employee does not have access to the grievance procedure. However, the Employer will supply the casual employee and the Provincial Recording Secretary with reasons for termination in writing.

ARTICLE 15 – OVERTIME

Does not apply.

Alternate Provision: However, casual employees having worked less than a continuous period of one hundred and twenty (120) working days shall be entitled to overtime for time worked in excess of forty-four (44) hours of work per week and shall be paid the following rates:

(a) One and a half ($1\ ^1/_2$) times the minimum wage established under the *Employment Standards Act;* or)

(b) The casual employee's regular rate of pay; whichever is greater.

ARTICLE 17 - HOLIDAYS

Does not apply.

Alternate Provision: A casual employee who has worked more than ninety (90) days during the previous twelve (12) calendar months shall receive three percent (3%) of their straight time hourly rate of pay for all hours worked in lieu of public holidays.

ARTICLE 19 –SICK LEAVE

Does not apply.

Alternate Provision: A casual employee having worked less than a continuous period of one hundred and twenty (120) working days who are unavailable for work due to illness will advise the Employer when they become available for casual work.

ARTICLE 20 – LEAVE OF ABSENCE

Does not apply.

Alternate Provision: A casual employee having worked less than a continuous period of one hundred and twenty (120) working days who are unavailable for work due to maternity leave and/or child care leave will advise the Employer when they become available for casual work subsequent to a pregnancy.

ARTICLE 22 - WAGES

Does not apply.

Alternate Provision: A casual employee having worked less than a continuous period of one hundred and twenty (120) working days shall be paid at the following rates:

(a) one hundred percent (100%) of the minimum rate payable under the Collective Agreement for the classification in which the casual employee is working; or,

(b) the rate paid to the casual employee immediately prior to the commencement of this agreement; whichever is greater.

(e) Newly hired employees, full-time or part-time, shall be considered on a probationary basis for a period of ninety (90) working days in accordance with Article 11.06. During the probationary period, employees shall be entitled to all rights and privileges of the Agreement except where otherwise provided.

(f) In this Agreement, words defined in the *Public Service Labour Relations Act* have the same meaning as that Act unless stated otherwise herein.

(g) In this Agreement, words defined in the *Interpretation Act*, and not defined in the *Public Service Labour Relations Act* have the same meaning as that Act unless stated otherwise herein.

(h) For the administration and application of this Agreement "Employer" means and includes Treasury Board and the Department of Education and Early Childhood Development.

(i) In interpreting this Agreement, the feminine shall include the masculine, the singular shall include the plural, and the plural shall include the singular.

(j) A “promotion” means a change from one classification to another classification, which has a higher maximum/hourly rate.

23.02 **Performance Management**

The performance pay wage schedule applies to District Administrative Support classifications in the School District offices only. The following language shall be applicable to such classifications:

(a) “Control Point Maximum”- The point within a salary range representing the maximum base pay for a job.

(b) “Discretionary Maximum”- The point within a salary range between the control point maximum and the maximum allowed for re-earnable increments.

(c) “Merit Increase”- An adjustment to individual salary based on a documented assessment of performance.

(d) “Re-earnable Increments”- Temporary payments based on exceptional performance authorized at the discretion of the Superintendent.

(e) “Pay Increment”- One step in the pay range.

(f) Anniversary Dates:

(i) Anniversary dates for employees may remain unchanged; or at the discretion of the Superintendent, the anniversary dates for employees in a School District office may be changed to a common date.

(ii) Where the practice of individual anniversary dates is retained, the anniversary date of an employee is the date the employee commenced work or subsequently the date the employee was last promoted.

(iii) Where a common anniversary date is chosen, the Superintendent may, on the first anniversary date under the changed procedure, pro-rate or delay the number of pay steps granted to an employee for the purposes of equitable implementation, as per established pro-rating procedures.

(g) Merit Increases:

(i) Subject to documented assessment and performance review undertaken pursuant to the Performance Management System, an employee on their anniversary date may be granted an increase of up to five (5) pay increments in the pay scale, not to exceed the control point maximum.

(ii) The Employer shall notify the employee in writing when an annual increment(s) is not granted or when an annual increment of less than two (2) increments is granted. Such notice shall contain the Employer’s reason(s) as to why the employee’s work performance was not satisfactory.

(iii) An employee, who has not been granted a merit increase, shall have the right to refer their performance evaluation to the Superintendent or designate for review by the Review Committee that has been established in the employing department. The employee shall have the right to make a written submission to the Review Committee.

(iv) At the discretion of the Superintendent, anniversary date merit increases, or portions thereof may be delayed and granted at a subsequent date, without change to the employee's anniversary date.

(v) Where an employee is not granted a pay increment(s) due to an omission or error, the employee shall be granted the increase on a subsequent date, retroactive to their anniversary date for such increment(s).

(vi) The number of merit increase pay increments granted for part-time employees should be pro-rated or delayed in relation to length of work periods.

(vii) Employees paid at or above the control point maximum of the pay range are ineligible for merit increases.

(viii) It is understood by the Parties that clause 10.07 of the CUPE 2745 Collective Agreement does not apply to scheduled work planning and review or performance appraisal meetings.

(h) Rate of Pay on Promotion, Demotion, Transfer

(i) Where an employee is promoted to a position having a higher control point maximum than the control point maximum of the old position, the employee is paid at the nearest rate of pay that provides an increase of four (4) pay increments not to exceed the control point maximum of the new pay range.

(ii) Where an employee who is eligible for a merit increase is promoted on the anniversary date, the employee shall be granted both a merit increase and a promotional increase.

(iii) Where an employee is appointed to a position having a lower control point maximum, or an employee's duties are reclassified to a classification having a lower control point maximum and the employee's rate of pay is above the control point maximum of the new classification, the employee shall be retained at the employee's current rate of pay for one (1) year after which the employee will be placed at the control point maximum of the new classification. If the employee's rate is below the control point maximum of the new pay range applicable to the employee, the employee shall be installed in the new pay range at the rate which is closest to the employee's present rate and which is not a decrease.

(iv) If an employee requests and is granted a demotion and the employee's current rate of pay is more than the control point maximum of the rate of pay for the classification to which the employee is demoted, the employee shall be paid at the control point maximum for the lower classification.

(v) On lateral transfer, an employee continues to be paid at the same rate of pay.

(i) Acting Pay

(i) Except when covering for an employee on vacation, where an employee is required to perform the primary functions of a higher paid position for a temporary period of three (3) or more consecutive working days the employee shall be eligible for acting pay during the period of temporary assignment. An employee shall have the right to refuse a temporary assignment.

(ii) The rate of acting pay shall be the minimum rate for the classification of the employee who is being replaced, or the equivalent of four (4) pay increments above the acting employee's regular rate of pay, whichever is greater. An employee cannot be paid above the control point maximum for the position in which the employee acts.

(iii) Where an employee is required to perform for a temporary period the duties of a lower paid classification the employee shall not lose any rights the employee may have to a merit increase.

(j) Re-earnable Increments

(i) Re-earnable increments refer to temporary payments equivalent to pay increments increases, authorized at the discretion of the Superintendent**.** Such re-earnable increments are not to exceed the equivalent of four pay increments.

(ii) Re-earnable increments are not included in base pay, and do not constitute pensionable earnings.

(iii) Re-earnable increments may be included with bi-weekly pay, paid out periodically or at one time, based on the amount and duration of the increment authorized.

(iv) An employee paid at the control point maximum may be granted on their anniversary date re-earnable increments, not to exceed the discretionary maximum. Authorization must be based on performance as assessed pursuant to the Performance Management System.

ARTICLE 24 - CLASSIFICATION

24.01 Present Classification

The classifications of the employees covered by this Agreement shall be set out in Schedule "A" to this Agreement plus such additional classifications as the Employer may require. Nothing herein shall compel the Employer to engage employees in all classifications listed in Schedule "A".

24.02 Establishment and Deletion of Classification

Where a new classification not covered in Schedule A is established by the Employer or where changes in a classification create a new classification during the term of this Agreement, the wage rate shall be established in consultation with the Union and shall be made retroactive to the date the new classification was created. In the event no agreement can be reached between the Employer and the Union the question of whether or not changes in a classification creates a new classification and wage rates only can be submitted to adjudication.

24.03 Review of Classification

When an employee requests reclassification of their position, such request will be forwarded to the District Superintendent. At the same time as the request, a form letter informing that such a request has been made, shall be filled in triplicate and sent by the employee to the Director of Human Resources of the Department of Education and Early Childhood Development and the Provincial Recording Secretary and the Regional Vice President concerned. Within forty-five (45) working days of receipt of such application, the employee will be notified in writing of the results of their request giving reasons for the decision. The time limits specified may be extended by mutual consent. If no written notification is given or extension granted within the forty-five (45) working days, the grievance procedure outlined in Article 7 may be initiated. Application forms to request a reclassification can be obtained at the School District Office.

24.04 Classification Appeal Procedure

Where an employee, after following the procedure under Article 24.03 is not satisfied with the results, they may appeal the decision as per the grievance procedure in Article 7 to the Department of Education and Early Childhood Development.

The Adjudicator covering the above two Articles only (Articles 24.02 and 24.03) shall be agreed to by both parties. The Adjudicator shall have all the powers as outlined in this Agreement. The adjudicator's written decision shall be rendered within thirty (30) days of the hearing.

ARTICLE 25 - RETIREMENT AGE AND PENSION

25.01 Retirement Age

Employees may retire in accordance with the Pension Plan presently in effect.

25.02 (a) The Pension Plan presently in effect shall continue to apply to all full-time employees of the Bargaining Unit. Effective July 1, 1982, the Pension Plan shall be amended in the following manner:

(i) Compulsory after completion of probationary period provided employee is at least 18 years of age.

(ii) Employee contribution rate - 4.5% of earnings up to YMPE. - 6% of earnings over YMPE.

(iii) Maximum allowable break-in-service to be extended to one year.

(iv) Benefit - 2% Five (5) highest consecutive years' average integrated with Canada Pension Plan.

(v) Vesting to occur after completion of 5 years of service.

(vi) Escalation to a ceiling of 2% per year in accordance with CPI.

(b) Members of the Pension Plan who were not contributors to any other previous School District Pension Plan shall be entitled to a supplemental annual pension consisting of 50% of the difference between total earned pension (if less than $1,500 per year) and $1,500. This clause shall come into effect July 1, 1979.

(c) Notwithstanding Article 25.02(a)(2), effective September 1, 2007 each member shall contribute to the Plan in any Plan Year, five percent (5%) up to the YMPE and six and one-half percent (6.5%) of that portion of their Earnings which is in excess of the YMPE.

25.03 Definitions

For the purpose of this Article words being used shall have the same meaning as defined in the Pension Plan.

25.04 Pension Committee

The Employer agrees to amend the Pension Plan outlined in the Collective Agreement between the CUPE Unions and the New Brunswick Board of Management to revise Article 15 (2) of the Pension Plan text so that the Pensions Committee shall consist of seven (7) members, three (3) of whom shall be appointed by the Canadian Union of Public Employees.

25.05 Effective April 3, 1990, employees in the Pension Plan whose hours of work are reduced during the five-year period immediately preceding retirement date shall continue to contribute and be credited with benefits in the normal manner.

25.06 (a) The Employer's contribution to the Pension Plan shall be as determined by the actuary to maintain the Plan actuarially sound but would not exceed the current level of 95% of employee contributions.

(b) Notwithstanding Article 25.06(a), effective April 1st, 2010 the Employer's contribution to the Pension Plan shall be 142.4% of employee contributions. This contribution rate may change at the completion of the next actuarial evaluation.

25.07 Pension for Part-time Employees

A part-time pension plan is to be made available effective September 1, l995. Coverage will be through a voluntary money purchase plan with employee contribution rate of up to 4.5% of salary and matching contributions by Employer. Plan governance will be by a committee on which CUPE 2745 will participate. The Plan will include members other than those represented by CUPE 2745.

25.08 Effective January 1, 2008 members who terminate employment and are immediately eligible upon termination of employment for the payment of an early retirement pension or normal retirement pension will no longer have the option to elect a commuted value transfer.

ARTICLE 26 - GROUP LIFE INSURANCE

26.01 The group life insurance coverage shall be as determined by the Plan accepted by the Standing Committee on Insured Benefits.

ARTICLE 27 – MEDAVIE BLUE CROSS

27.01 The Employer shall pay seventy-five percent (75%) of the cost of premiums of Blue Cross TD129 Health Plan or its equivalent for all employees who have completed their probationary period. Employees' enrolment in this Plan shall be on a voluntary basis. The Employer shall deduct the employee's share of the cost of premium of the Plan when so authorized by the employee.

27.02 The Employer shall pay fifty percent (50%) of the cost of premiums of the Basic Dental Plan for an employee who has completed their probationary period. Membership in the Plan shall be on a voluntary basis; however, once an employee elects to join they must remain a member for at least two years.

27.03 Employee Benefit Plan Disclosure

The Employer shall provide the Union with a copy of all employee benefit and health and welfare master plan texts and amendments. In addition, the Employer shall once a year provide the Union with a copy of the Financial/Actuarial statement for all employee benefit plans and tri-annual actuarial evaluation for the pension plan including a list of all pension fund investments and holdings, rate of return, and all actuarial assumptions used.

ARTICLE 28 - WORKERS' COMPENSATION

28.01 Workers' Compensation Supplement

An employee receiving compensation benefits under *Workers' Compensation Act* for injury on the job shall receive the difference between their regular pay and the benefit that is paid by WorkSafeNB during their period of total temporary disability.

28.02 No Charge Against Sick or Vacation Leave Credits

The absence of an employee who is receiving compensation benefits under the *Workers' Compensation Act* shall not be charged against the employee's sick leave credits or vacation credits.

28.03 Disability Pensioners

Special leave shall be granted, with no loss of pay or leave credit, to disability pensioners who are called to report to a medical board for examination or investigation, in connection with their disability for a period of time not exceeding three (3) days. Certificate of such attendance shall be submitted to the Employer.

ARTICLE 29 – HEALTH AND SAFETY

29.01 Co-operation on Health and Safety

All proper health and safety devices are to be provided by the District. Any employee coming in contact with unsafe working conditions is to report them immediately to the responsible officer designated by the District.

29.02 First Aid Kits

One or more first aid kits readily accessible at all times to non-teaching employees shall be supplied at locations convenient to all concerned. It shall be the employee's duty to report any deficiencies with respect to the location and/or shortages to the responsible officer designated by the District who is in charge of the building.

29.03 The Parties agree to participate in the Health and Safety Committees established pursuant to the *Occupational Health and Safety Act*. No employee who is a member of the Committee shall suffer any loss of regular pay for time spent attending meetings of the Health and Safety Committee. Any hours spent on work of the Committee outside of regular hours shall be paid for at straight time.

Notwithstanding the *Occupational Health and Safety Act*, in a school with less than twenty (20) employees where a health and safety committee is not established or a health and safety representative is not elected, an employee within the school may be designated by the Union to represent the members of the bargaining unit employed at the school on health and safety matters.

29.04 In the interests of safety the Employer agrees that no employee will be scheduled to work alone after midnight from Monday to Friday and no employee will be scheduled to work alone after 6:00 p.m. on Saturday or Sunday.

29.05 A Summary of Accident/Workers' Compensation Reports will be provided to all the members of the Provincial Health and Safety Committee.

29.06 When a new employee is hired and does not know how to operate a piece of equipment that they will be required to use they will be trained in the safe operation of the equipment.

29.07 No employee shall be required to work under unsafe or unhealthy conditions. Any such conditions must be reported to the Employer or it's designate immediately with a copy of such report to be forwarded to the Regional Vice President and Zone Health and Safety Representative.

29.08 (a) There shall be zero tolerance for violence in the workplace. The Parties agree to abide by the *Occupational Health and Safety Act*.

(b) As defined in New Brunswick Regulation 91-191 under the Occupational Health and Safety Act, workplace violence means the attempted or actual use of physical force against an employee, or any threatening statement or behavior that gives an employee reasonable cause to believe that physical force will be used against the employee, and includes sexual violence, intimate partner violence and domestic violence that occurs in the workplace.

(c) The employer agrees to provide information as required on the *Occupational Health and Safety Act* to the employees.

(d) The employer acknowledges their responsibility to advise employees about the Prevention of Workplace Violence Policy (AD-2708) and to provide the Prevention of Workplace Violence training as part of employees' orientation.

(e) The employer acknowledges their responsibility to ensure employees are aware of the Employee and Family Assistance Program (EFAP) and services.

ARTICLE 30 - JOB SECURITY

30.01 (a) The Union recognizes the right of the Employer to contract out work.

(b) (For the duration of this Agreement only) No employees other than casuals will suffer a reduction of hours of work or be laid off as a result of the Employer contracting out its work or services.

(c) In the event the Employer contracts out work the employees affected will be offered other suitable employment in the District, including a present incumbent only position. Regardless of that position's classification they will not suffer a reduction in pay.

(d) Employees who are displaced into another position shall be given preference when filling the first vacancy which occurs in their previous classification, notwithstanding any other article in this contract.

30.02 The Employer shall give the Union notice in writing, thirty (30) days prior to contracting out any work or services presently performed by the Collective Bargaining Unit. The Employer will meet with the Union within ten (10) days of such notice date to commence discussion on the status of the employees affected.

ARTICLE 31 - GENERAL CONDITIONS

31.01 Union Representative

The Union or Region shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when negotiating with the Employer.

31.02 Bulletin Board

Each School District shall place at the disposal of the Union a reasonable number of bulletin boards of appropriate size for the posting of Union and/or Region/Zone notices exclusively.

31.03 Termination of Employment

(a) If either party to this Agreement intends to terminate employment, notice of this intent must be served on the other party two (2) weeks before the effective date of the termination of employment.

(b) Clause (a) shall not apply in cases where termination of employment is for disciplinary action.

(c) Clause (a) applies to full-time and part-time employees only.

31.04 Accommodations

Clean accommodations will be provided for employees to have their meals and keep their clothes.

31.05 New Employees

New employees will be introduced by the Employer to other employees in an establishment and the Employer will introduce any executive members or shop stewards of the Region/Zone in the establishment, and allow the Zone shop steward up to thirty (30) minutes without loss of pay to explain the role of the Zone shop steward in the grievance process and other rights and obligations of the employee and Employer under the terms of the Collective Agreement.

31.06 Computer and Internet Access

Employees shall have access to multi-user computers provided it does not interfere with the performance of their duties. It is understood that the Employer is not required to purchase additional computer terminals in order to provide access.

ARTICLE 32 - PRESENT CONDITIONS AND BENEFITS

32.01 Existing Greater Benefits

It is agreed that all existing or greater benefits specified in the Appendices to the Agreement shall, where applicable, be incorporated in the Collective Agreement. Furthermore, it is agreed by both the Employer and the Union that a Joint Review and Evaluation Committee comprised of members of both parties shall be convened to determine and to review the particulars involved with regard to each Appendix and the appropriateness of its inclusion in the Collective Agreement.

32.02 Portability of Benefits

An employee who accepts employment in a School District listed in Part II, First Schedule of the *Public Service Labour Relations Act* within eighteen (18) months of the resignation date from a School District listed in Part II of such Act shall be deemed to have been on leave of absence without pay for this period. Such employees shall retain seniority portability respecting all of the benefits and rights outlined in this Collective Agreement.

ARTICLE 33 - COPIES OF AGREEMENT

33.01 The Employer shall make the Collective Agreement~~.~~ available electronically in both official languages to all members of the Union as soon as possible after the signing.

33.02 (a) This Agreement shall be printed in English and French on alternate pages and shall be official in both languages. The Employer shall be responsible for the translation of the collective agreement.

(b) Pursuant to Article 33.01 it is understood that both the English and French texts of this Agreement shall be official. However, when a difference of wording or interpretation arises the language used to negotiate the Collective Agreement will prevail.

33.03 The printing of the collective agreement shall be the responsibility of the Employer. The Employer will make every reasonable effort to have the Agreement printed within ninety (90) days after the French translation of the Agreement is proofread and agreed to and shall print, at its own cost, sufficient copies of the Agreement.

ARTICLE 34 - DURATION AND TERMINATION

34.01 Continuation

Where a notice requesting negotiation of a new Agreement has been given, this Agreement shall remain in full force and effect until such time as agreement has been reached in respect of a renewal, amendment, or substitution hereof, until such time as the Parties are authorized to declare a strike or lockout under the *New Brunswick Public Service Labour Relations Act* provided that this Agreement may be further extended from time to time by mutual agreement.

34.02 Retroactivity

(a) All wage changes in the new Agreement shall be adjusted retroactively and shall be paid at straight time for all hours worked.

(b) Retroactive Payment for Former Employees:

(i) The Employer shall pay retroactive monetary compensation based on the last round of bargaining to former employees (i.e., any employee who worked under the Collective Agreement on or after March 1, 2023) and either died, resigned or had their employment terminated for disciplinary or non-disciplinary reasons;

(ii) The retroactive monetary compensation will be based on what is included in Article 35.02(a), between February 28, 2023 (date of expiry of the Collective Agreement) and April 14, 2026 (date the new contract was signed) (the "Retroactive Period")

(iii) When an employee who is entitled to receive retroactive monetary compensation dies, the amount owed is paid to the spouse or if there is no spouse, the estate of the deceased employee.

(iv) The write-in requirement does not apply to persons who have retired or to persons who have died.

(v) Former employees who have a claim for retroactive pay hereunder must write in to the School District where they formerly worked to claim their retroactive pay within sixty (60) calendar days from the signing of the Collective Agreement. Such timeframe may be extended by mutual agreement between the parties.

(vi) Failure to make such claim within the sixty (60) day period or period mutually agreed to between the parties will result in the employee relinquishing any entitlement to retroactive pay. It shall be the sole responsibility of the former employee to make the claim for retroactive pay.

(vii) The provisions of this Collective Agreement shall be implemented within a period of ninety (90) days from the signing of the Collective Agreement. Such timeframe may be extended by mutual agreement between the parties.

(viii) The Employer shall deduct union dues in accordance with Article 4 from any retroactive payments made under this article.

(ix) Retirement allowances that were paid out between the start date of this Collective Agreement and the date of signing of this Collective Agreement will be recalculated and paid out to retired employees without making a request.

34.03 Duration

With the understanding that only wages at straight time rates are retroactive, this Agreement shall be in effect from March 1, 2023 to February 28, 2027 and shall be automatically renewed thereafter for successive periods of twelve months unless either party requests the negotiation of a new Agreement by giving written notice to the other party not less than thirty calendar days and not more than sixty calendar days prior to the expiration date of this Agreement or any renewal thereof.

IN WITNESS WHEREOF, the Parties have signed this April 14, 2026.

FOR THE EMPLOYER

Hon. René Legacy

Jen Johnson

FOR THE UNION

Theresa McAllister

Christianne Robichaud

Marilyn MacCormack

Sherry Wilkins

Parise St. Onge

Elise Richard

Susan Colwell

Shelley Veysey

Erin McAllister

LETTER OF INFORMATION

BETWEEN: His Majesty in Right of the Province of New Brunswick as represented by Treasury Board, hereinafter called the Employer;

AND: The Canadian Union of Public Employees, Local 2745, hereinafter called the Union.

RE: **Deferred Salary**

This letter confirms that, effective on the date of signing of the new Collective Agreement, the Deferred Salary Leave Plan developed and implemented through Board of Management Minute 89.0548 will apply to employees covered by this Collective Agreement during the term of the new Collective Agreement.

For information purposes only, this letter may be printed with the new Collective Agreement with the understanding that such publication signifies that the Parties agree that neither this letter nor the plan are: part of the new collective agreement nor are they subject to the adjudication/complaint process nor are they subject to future negotiations.

Dated this 14 day of April 2026.

FOR THE EMPLOYER

Hon. René Legacy

Jen Johnson

FOR THE UNION

Theresa McAllister

Christianne Robichaud

Marilyn MacCormack

Sherry Wilkins

Parise St. Onge

Elise Richard

Susan Colwell

Shelley Veysey

Erin McAllister

LETTER OF AGREEMENT

BETWEEN: His Majesty in Right of the Province of New Brunswick as represented by Treasury Board, hereinafter called the Employer;

AND: The Canadian Union of Public Employees, Local 2745, hereinafter called the Union.

RE: Hours of Work Assured

This Letter of Agreement is effective from March 1, 2023 and shall terminate on February 28, 2027.

As of October 15, of each year, the School District will declare the hours of work assured for each employee for the balance of that school year. Employees will be assured those earnings and related benefits and seniority.

In the event of unforeseen circumstances, the affected employee may be assigned to alternate work assignments within his or her classification, including work at other schools, for the balance of that school year. Assignments shall be offered to employees by seniority in the school.

Such reassignment of employees shall be accomplished notwithstanding Articles 11, 12, 13 and 14 of this Collective Agreement.

The Employer shall provide a two-week written notice of such reassignment to the affected employee and the Regional Vice President.

Where applicable, the provincial travel regulations will apply to such alternate assignment.

This protection is intended to offset possible layoffs. It is not intended to cover absences without pay, disciplinary dismissal or suspension, resignations, or other absences.

The following provisions apply only to Educational Assistants, School Intervention Workers, Student Attendants and Speech Therapy Assistants:

1. New Positions

When a new position is created after October 15, the position will be posted in accordance with Article 12.

2. Vacated Positions

Notwithstanding Article 12, a position vacated after October 15, shall be afforded to the senior permanent employees on complete layoff who have the minimum required qualifications for the job (as per the classification specifications). When there are no employees on complete layoff who have the minimum required qualifications for the job (as per the classification specifications), the vacancy shall be filled at the discretion of the Employer by a qualified casual employee who has worked at least 60 work days as established by the most recent casual seniority list on a temporary basis until the end of the school year. At the end of the school year, the vacancy will be posted in accordance with Article 12.

3. Work Assignments of a Casual or Temporary Nature

Notwithstanding Article 11.07, all work assignments of a casual or temporary nature confirmed to be greater than two (2) months that occur after October 15 shall be afforded to the senior permanent employees on complete layoff who have the minimum required qualifications for the job (as per the classification specifications), where there are no employees on complete layoff who have the minimum required qualifications for the job (as per the classification specifications), the work assignments shall be filled at the discretion of the Employer by a qualified casual employee who has worked at least 60 work days as established by the most recent casual seniority list and who are not presently in a temporary assignment of at least one (1) month. Where assignments are extended, consideration may be given to the incumbent to remain for the duration of the assignment or until the end of the school year. All assignments of two (2) months or less shall be filled at the discretion of the employer.

Dated this day of April 14, 2026.

FOR THE EMPLOYER

Hon. René Legacy

Jen Johnson

FOR THE UNION

Theresa McAllister

Christianne Robichaud

Marilyn MacCormack

Sherry Wilkins

Parise St. Onge

Elise Richard

Susan Colwell

Shelley Veysey

Erin McAllister

LETTER OF AGREEMENT

BETWEEN: His Majesty in Right of the Province of New Brunswick as represented by Treasury Board, hereinafter called the Employer;

AND: The Canadian Union of Public Employees, Local 2745, hereinafter called the Union.

RE: Contracting Out

For the period effective March 1, 2023 and terminating on February 28, 2027 contracting out of work will not be permitted if it causes a reduction in the bargaining unit in a District.

This Letter of Intent shall form part of the Collective Agreement dated April 14th, 2026 for interpretation and application.

Dated this 14 day of April, 2026.

FOR THE EMPLOYER

Hon. René Legacy

Jen Johnson

FOR THE UNION

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LETTER OF INTENT

BETWEEN: His Majesty in Right of the Province of New Brunswick as represented by Treasury Board, hereinafter called the Employer;

AND: The Canadian Union of Public Employees, Local 2745, hereinafter called the Union.

RE: Pension for Full-Time Employees

Voluntary Retirement at age sixty (60) without penalty. The cost of this benefit shall be paid from the surplus of the pension plan. This change is permanent.

The continuing current service cost associated with voluntary retirement at age sixty (60) shall be paid from the surplus of the pension plan.

The Benefit accrual rate for all pensionable service prior to January 1, 1997 will be at the rate of two percent (2%) to be paid out of the surplus of the pension plan. Benefit accrual rate will be at the rate of 1.3% for all service after December 31, 1996. This change is permanent.

The Employer agrees to recommend to Treasury Board that the CUPE 2745 full-time pension plan be amended as follows:

(a) effective January 01, 2002, to reduce the actuarial penalty for employees who retire between the ages of 55 and 60 years from 5% to 3% per year prior to age 60 (estimated cost of $0.41 million to be deducted from the pension plan surplus).

(b) effective January 01, 2002, to reduce the employee's cost for purchasing prior non-contributory service to 50% of actuarial cost. The period of service eligible under this provision is limited to service between March 1, 1974 and July 1, 1982 (estimated cost of $0.25 million to be deducted from the pension plan surplus).

Dated this 14 day of April, 2026.

FOR THE EMPLOYER

Hon. René Legacy

Jen Johnson

FOR THE UNION

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SICK LEAVE BANK

The Parties agree to the establishment of a sick leave bank to cover employees under Certification Order Number 033 SC 4a on the following basis:

(a) Upon the signing of this Collective Agreement every employee shall contribute one (1) day from their unused accumulated sick days, if any, which shall be placed in a Sick Leave Bank. The unused days in the Bank shall be added to the new allotment. On March 1st of each year, every employee shall contribute an additional one-half ($^1/_2$) day from their unused accumulated sick days.

(b) Applications for an allotment from the Sick Leave Bank may be made by an employee who through illness has utilized their own sick leave credits. In such a case the Sick Leave Bank Committee may agree that a "hardship case" exists and allow such an employee sick leave entitlement from the Sick Leave Bank.

If an employee returns to work and the same disability recurs, it will be considered a continuation of the previous disability provided the employee has returned to work for less than one (1) month.

Employees will be granted sick leave from the Bank upon production of the appropriate medical certification and approval of the Sick Leave Bank Committee.

Allotment of Sick Leave from the Bank shall be at a daily rate equal to the employee's regular daily rate.

Where the number of sick leave days in the Bank have been exhausted, no employee shall be entitled to further benefits from the Sick Leave Bank.

(c) To be eligible an employee must be disabled to the extent that they are unable to perform the normal duties of their own position or any position made available to the employee that they are able to perform. Where such a position is made available and the rate of pay is less than the employee's rate in their own position, they shall retain the rate of the position they held before the disability.

(d) Upon the signing of the Collective Agreement the Administrators shall be advised by the Employer in writing of the amount of sick leave accrued to the Bank.

The Sick Leave Bank shall inform the Parties to this Collective Agreement at the close of each calendar year on the utilization of the Bank.

(e) The Sick Leave Bank shall be administered by a committee made up of one (1) administrator from the Employer and one (1) administrator from the Union.

The Committee shall have full power to grant or disallow sick leave entitlement as outlined under this Article.

Except in the case where the Sick Leave Bank Committee is required to make a decision that a "hardship case" exists as outlined under (b) above, all other disputes in regard to the administration of the Sick Bank as defined herein shall be submitted to the undersigned persons to act as a sole Adjudicator who shall have the power to make a final and binding decision on a dispute under this Article.

The Adjudicator shall be chosen on an equitable rotating manner. If the first named is unable to act, then the next in line shall hear the matter. A final and binding ruling on both parties shall be made 72 hours from the date of hearing.

To qualify as an Adjudicator under this clause, a person must be a recognized medical practitioner entitled to practice in the Province of New Brunswick.

UNION NOMINEE:

TREASURY BOARD NOMINEE:

For greater clarification either Party may replace their nominee by giving written notice to the other Party.

Dated this 14 day of April 2026.

FOR THE EMPLOYER

Hon. René Legacy

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LETTER OF INTENT

BETWEEN: His Majesty in Right of the Province of New Brunswick as represented by Treasury Board, hereinafter called the Employer;

AND: The Canadian Union of Public Employees, Local 2745, hereinafter called the Union.

RE: Hours of Work

In addition to Article 14 the parties agree to the following:

1. Permanent School Administrative Assistants and School Clerks shall be paid a **MINIMUM** of forty (40) weeks during the school year based on their regular weekly hours of work as approved by the responsible officer. This provision does not apply to casual employees. Where an employee's scheduled workday is a non-instructional day for students, the employee shall report to work to participate in such activities as directed by the school, School District or Department of Education and Early Childhood Development.
2. Permanent District Administrative Support shall be paid for fifty-two (52) weeks during the school year based on their regular weekly hours of work as approved by the responsible officer. This provision does not apply to casual employees. Where an employee's scheduled workday is a non-instructional day for students, the employee shall report to work to participate in such activities as directed by the school, School District or Department of Education and Early Childhood Development.
3. All permanent school-based employees shall be paid a minimum of thirty-nine (39) weeks during the school year based on their regular weekly hours of work as approved by the responsible officer. This provision does not apply to casual employees. Where an employee's scheduled workday is a non-instructional day for students, the employee shall report to work to participate in such activities as directed by the school, School District or Department of Education and Early Childhood Development.
4. Permanent Educational Assistants and School Intervention Workers and Speech Therapy Assistants shall be paid a minimum of thirty (30) hours of work per week. This provision does not apply to casual employees.

Dated this 14 day of April 2026

FOR THE EMPLOYER

Hon. René Legacy

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LETTER OF AGREEMENT

BETWEEN: His Majesty in Right of the Province of New Brunswick as represented by Treasury Board, hereinafter called the Employer, Party of the First Part;

AND: The Canadian Union of Public Employees, Local 2745, hereinafter called the Union.

RE: Children Entering Kindergarten with Delicate Relationships

This Letter of Agreement will be implemented as a trial initiative that expires on February 28, 2023. The initiative will be evaluated during this period and its continuation will be determined by the Department of Education.

Notwithstanding Article 12, in the rare circumstances where a Superintendent deems, upon the recommendation of a team of student services professionals, that a delicate relationship between a special needs child entering kindergarten and their pre-kindergarten attendant is consequential to the well-being of the child, no vacancy shall be deemed to exist for the purposes of Article 12, and the Employer may assign the child's pre-kindergarten attendant to the relevant school-based position. The Employer agrees to meet with the Regional Vice-President two (2) weeks prior to the assignment of a pre-kindergarten attendant to a school-based position to inform them of the rationale for such delicate relationship. The delicate relationship will be reviewed yearly by a team of student services professionals.

Upon their assignment to the school-based position, the child's pre-kindergarten attendant shall become a member of the bargaining unit, and a delicate relationship in accordance with Article 13.09 shall be deemed to exist.

The assignment of a pre-kindergarten attendant to a position in a school will not result in a layoff in that school for the duration of the delicate relationship.

Dated this 14 day of April 2026.

FOR THE EMPLOYER

Hon. René Legacy

Jen Johnson

FOR THE UNION

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LETTER OF INTENT

BETWEEN: His Majesty in Right of the Province of New Brunswick as represented by Treasury Board, hereinafter called the Employer,

AND: The Department of Education and Early Childhood Development as the employing Department,

AND: The Canadian Union of Public Employees, Local 2745, hereinafter called the Union,

RE: Autism Intervention Training

The Employer will offer a training program that;

1. Provides greater access to foundational training to Educational Assistants, School Intervention Workers, Student Attendants and Speech Therapy Assistants in the area of autism disorders and/or applied behavioral analysis, as required. Training will be offered by seniority in the school or workplace where it is required and;
2. Training will be offered to all Education Assistants, School Intervention Workers, Student Attendants and Speech Therapy Assistants. If availability of training is limited, training will be offered by seniority in the school or workplace where it is required;
3. May provide on-going training such as refresher courses or advanced training as required to all Educational Assistants, School Intervention Workers, Student Attendants and Speech Therapy Assistants. If availability of training is limited, training will be offered by seniority in the school or workplace where it is required;

The competencies of the above-named program will be recognized as equivalent to those found in the UNB-CEL training program.

Dated this 14 day of April 2026.

FOR THE EMPLOYER

Hon. René Legacy

Jen Johnson

FOR THE UNION

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LETTER OF AGREEMENT

BETWEEN: His Majesty in Right of the Province of New Brunswick as represented by Treasury Board, hereinafter called the Employer, Party of the First Part;

AND: The Canadian Union of Public Employees, Local 2745, hereinafter called the Union, Party of the Second Part.

RE: Year End Staffing Session

This Letter of Agreement is effective from the date of the signing of the current Collective Agreement and shall terminate on February 28, 2027.

It is agreed by the parties that a School District and the Union may enter into a mutual agreement to hold a Year End Staffing Session (YESS) for permanent employees. This session shall be a collaborative process between the Employer and the Union and shall abide by the guidelines set out below:

1. The School District and the Union shall enter into a written agreement to hold a YESS. During the session only the following articles of the CA will be modified as follows:

   Notice of posting, Article 12.01 (a) - The parties agree that by following the guidelines set out below all postings requirements under this article are deemed to have been met.

   Notice of Layoff, Article 13.03 (a) - The parties agree that that by following the guidelines set out below the Notice of layoff requirements under this article are deemed to have been met.

   Bumping, Article 13.05 (c) (iv) - The bumping procedure during the session will not be limited to a maximum of three (3) bumps. However, all bumps must be completed during the session.

2. The Staffing session shall take place at mutually acceptable dates prior to the last student day of the school calendar year. For further clarifications the YESS day(s), for all permanent staff, shall be considered a regular day with pay.

3. A Minimum of **Two (2) Weeks** Prior to the YESS:

   - Employees considering an alternate classification/position will be required to provide the Employer with updated documentation on their qualifications, work history/ability to perform the job.
   - List of all job vacancies/postings – permanent & temporary, along with delicate relationships will be sent to the Union.
   - A letter shall be sent to employees, including employees on leave and on layoff, listing all vacant positions, the time & location of YESS, encouraging them to give consideration to which positions they would be interested in, advising of the procedures for the day and instructions if unable to attend.
   - The seniority list will be made available as per Article 11.03.
   - Layoff letters will be sent to affected employees.
   - Employees who are unable to attend the YESS must provide a contact number where they can be reached for the day and a list of alternate choices via proxy to their Regional Vice-President and copied to the Director of Human Resources.
   - Logistics must be decided in advance, and consideration must be given to:
     - Location
     - Ensuring the size of venue is appropriate
     - Ensure water and nutrition break are provided, ample seating is available and videoconferencing is set-up at Education Centers where appropriate.

4. During the YESS:

- The Union shall have the right to address all employees prior to the session commencing and Union representation shall be present during the entire process.
- All vacancies/postings and the current seniority list shall be displayed for all employees to see at the session.
- All employees in order of seniority shall be given the following options: remain in current position, claim a vacancy, or invoke their right to bump if they are in layoff.
- All vacancies resulting from movement shall be offered in order of seniority during the staffing session.
- If an employee is not in attendance, and no proxy has been given, the employee is unable to claim a position subsequent to the YESS.

5. After the YESS:

- Any remaining vacancies shall be posted as per Article 12.01 (a).

Dated this Dated this 14 day of April 2026.

FOR THE EMPLOYER

Hon. René Legacy

Jen Johnson

FOR THE UNION

Theresa McAllister

Christianne Robichaud

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Erin McAllister

LETTER OF INTENT

BETWEEN: His Majesty in Right of the Province of New Brunswick as represented by Treasury Board, hereinafter called the Employer;

AND: The Canadian Union of Public Employees, Local 2745, hereinafter called the Union.

RE: **Pupil Preparation Day**

The Parties agree that one (1) pupil preparation day will be provided to employees classified as Educational Assistants, School Intervention Worker, Speech Therapy Assistant, Student Attendant and School Library Workers). The content of pupil preparation day is at the discretion of the Employer.

Employees shall be given one (1) weeks' notice if these days have changed from original notification unless there is an unforeseeable circumstance which requires the Employer to change the date on shorter notice. In the event shorter notice is required, the date will be re-schedule to later in the week.

Dated this 14 day of April 2026.

FOR THE EMPLOYER

Hon. René Legacy

Jen Johnson

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LETTER OF AGREEMENT

BETWEEN: Her Majesty in Right of the Province of New Brunswick as represented by the Treasury Board, hereinafter called the Employer, Party of the First Part;

AND: The Canadian Union of Public Employees, Local 2745, hereinafter called the Union, Party of the Second Part.

RE: Job Sharing

The Employer and the Union recognize that job sharing permits employees to better balance their work and personal lives. Employees may wish to reduce their work hours to:

- Deal with health problems and/or prevent stress, burn-out
- Transition to re-entering or leaving the workplace
- Devote more time to family responsibilities
- Pursue community work, hobbies, or further education

The purpose of this Letter of Agreement is to establish a job-sharing program on a trial basis for the duration of the present collective agreement.

The parties agree to the following:

1. DEFINITION

Job sharing is an arrangement which involves sharing the duties and responsibilities of a permanent position on a part time basis with another employee.

2. ELIGIBILITY

Job sharing will only be permitted when requested by permanent employees having three (3) or more years of service. The position to be shared must be at least thirty (30) hours per week and held by one of the job-share employees. Both employees must share the same job classification/title and be suitably qualified and capable of carrying out the full time duties and responsibilities of the position to be shared.

3. APPLICATION

(a) The application form for job sharing and the supporting documents must be submitted before April 15. Approval of the application is at the discretion of the Superintendent or designate. The Superintendent or designate shall notify the employee concerned of the approval or denial of this application, by May 15. Job sharing arrangements will only be authorized where operational requirements permit, and the provision of services is not adversely affected.

(b) An employee wishing to job share her position has the responsibility of finding an eligible employee willing to enter into the job-sharing arrangement. The two employees requesting approval to implement a job-sharing arrangement will submit the appropriate application form to the immediate supervisor of the position to be job shared.

(c) The Employer will provide the Union with a list of applicants and with a rationale supporting the approval or denial of the application.

4. DURATION

(a) A position will be shared for a minimum of one (1) year. To continue a shared job arrangement beyond a one (1) year period, both employees must reapply to the immediate supervisor in writing by April 15.

(b) At the end of the job-sharing period, the employees will resume the position they held prior to entering into the job-sharing arrangement.

(c) If either of the job-sharing employees are bumped during the job-sharing period, the job-sharing arrangement ends and Clause 4. (b) above applies.

(d) If either of the job-sharing employees are awarded a vacant position during the job-sharing period, the job-sharing arrangement ends and Clause 4.(b) above applies.

5. WORK SCHEDULE OPTIONS

Each of the two employees in a job-sharing arrangement will be required to fulfill one-half (1/2) of the full-time work schedule requirements averaged over a maximum of two (2) complete bi-weekly pay periods. The following are the work schedule options:

(a) One (1) week on, one (1) week off ;or

(b) Three (3) days one week and two (2) days the next week as outlined in the application.

Option (a) is the only option available for EAs, STA and SIW.

6. SERVICE

Employees will be credited with one-half (½) month's service each calendar month of the job-sharing.

7. SENIORITY

Job-share employees shall accumulate seniority as permanent employees according to Article 11.04.

8. REGULAR WORK

An employee's regular workday or regular work week will be the employee's scheduled hours of work under the job sharing arrangement. Time worked by an employee outside her scheduled hours of work will be compensated at the regular rate of pay. Only hours worked in excess of seven and a quarter (7 ¼) hours per day or thirty-six and a quarter (36 ¼) hours per week will be considered as overtime in accordance with Article 15.

9. PRO-RATION OF BENEFITS

The following benefits will be pro-rated as follows:

(a) Holidays

Each employee will be entitled to one-half (½) the paid holidays provided for under Article 17 of the Agreement.

(b) Vacation

Employees engaged for twelve (12) months shall accumulate half (1/2) of the vacation credits in accordance with years of service as set out in Article 18.01. Employees engaged for ten (10) months shall be paid the vacation pay on hours worked in accordance with years of service as set out in Article 18.02.

(c) Sick Leave

Employees shall accumulate sick pay credits in the same manner as Part-time Employees under Article 19.02 (b) (2);

(d) Insurance Benefits

Providing the participants meet the eligibility criteria of the current Insurance Benefits plans, benefits and contributions will remain the same as for employees occupying positions of thirty (30) hours per week or more.

(e) Pension

(i) Notwithstanding Article 22.01 (b), full-time job-share employees are deemed to be full time employees during the job-sharing arrangement for the purpose of pension eligibility.

(ii) Part-time job-sharing Employees may continue to contribute to the part-time pension plan in accordance with the plan text.

(iii) Full-time job-sharing employees shall continue to contribute to the full-time pension plan, on a prorated basis based on hours worked, in accordance with the plan text.

10. VACATION SCHEDULING

Article 18.06 (Vacation Scheduling) applies to job-share employees with the following additions:

(a) Vacation may be scheduled for the job-share employees at the same or different times of the year; and

(b) For the purposes of replacing a job-share employee while she is on vacation, preference shall be given to the other job-share employee.

11. REPLACEMENT

For the purposes of replacing a job-share employee while she is on leave, preference shall be given to the other job-share employee.

12. TEMPORARY ASSIGNMENTS

Job-share Employees shall not be eligible to apply for a temporary assignment under Article 11.07 during the job-sharing period.

13. APPLICATION OF THE COLLECTIVE AGREEMENT

Unless otherwise modified by this Letter of Agreement, Employees involved in a job-sharing arrangement will continue to be covered by the Articles of the Collective Agreement.

Dated this Dated this 14 day of April 2026.

FOR THE EMPLOYER

Hon. René Legacy

Jen Johnson

FOR THE UNION

Theresa McAllister

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LETTER OF INTENT

BETWEEN: His Majesty in Right of the Province of New Brunswick as represented by Treasury Board, hereinafter called the Employer;

AND: The Canadian Union of Public Employees, Local 2745, hereinafter called the Union.

RE: Violence in the Workplace

The Union and the Employer acknowledge the importance of collaborating for the betterment of employees in the workplace when it comes to violence. Within ninety (90) days of the signing of the collective agreement, the parties agree to establish a working group consisting of equal representation to a maximum of three (3) members each from the Union and the Employer to discuss but not limited to;

(i) identify potential gaps in the application of the GNB Workplace Violence Policy within the context of the education sector and make recommendations;

(ii) identify gaps in the current measures and procedures to protect workers from workplace violence and make recommendations to the parties to improve working conditions with respect to violence in the workplace;

(iii) identify gaps in the information provided by the Employer to employees with respect to violence in the workplace and make recommendations; and

Working together we can address workplace violence and further advance a culture of health and safety within our schools for everyone.

Dated this 14 day of April 2026

FOR THE EMPLOYER

Hon. René Legacy

Jen Johnson

FOR THE UNION

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LETTER OF INTENT

BETWEEN: His Majesty in Right of the Province of New Brunswick as represented by Treasury Board, hereinafter called the Employer;

AND: The Canadian Union of Public Employees, Local 2745, hereinafter called the Union.

RE: **Mental Health in the Workplace**

The Union and the Employer acknowledge the importance of fostering mental health in the workplace and recognizes the employee's right to a psychologically safe and healthy workplace. To that end, within 90 days of the signing of the collective agreement, the parties agree to establish a working group consisting of equal representation to a maximum of three (3) members each from the union and the Employer.

Any issues affecting the psychological health of any individual and/or group of employees will be discussed. The working group will identify problems and make recommendations to the parties to improve mental health in the workplace.

Dated this 14 day of April 2026

FOR THE EMPLOYER

Hon. René Legacy

Jen Johnson

FOR THE UNION

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LETTER OF AGREEMENT

BETWEEN: His Majesty in Right of the Province of New Brunswick as represented by Treasury Board, hereinafter called the Employer;

AND: The Canadian Union of Public Employees, Local 2745, hereinafter called the Union.

RE: Additional Language Tutors

This Letter of Agreement is effective from the date of signing of this Collective Agreement and shall terminate on February 28, 2027.

The following provisions shall apply only to the newly created Additional Language Tutors classification:

1. Initial seniority for employees in existing Additional Language Tutor positions shall be calculated based on article 11.05 of this collective agreement, dating back to the 2019-2020 school year. Seniority on a go forward basis shall be calculated in accordance with the applicable provisions of this collective agreement.

2. Permanent Additional Language Tutors, when laid off, shall only be entitled to claim the position of any other Additional Language Tutor, subject to the following conditions:

   (i) that such other job is held by an employee with less seniority;

   (ii) that the employee claiming the position has the ability to perform the work;

   (iii) the bumping procedure above shall be limited to a maximum of three (3) bumps and no layoff notice will be required for those employees who may be bumped. All bumps must be completed during the original layoff notice period. For greater clarification it is agreed the third bump shall affect the most junior employee in the School District, subject to the provisions of (ii) above;

   (iv) a School District policy mutually agreed upon by the Parties concerning the bumping procedure shall apply in lieu of the above provisions.

3. The Letter of Agreement re: Hours of Work does not apply to Additional Language Tutors. At the beginning of every school year, the Employer, shall determine the number of hours and weeks required for each assignment following the completion of the planning process at the District level. Once the planning process is complete and all employees are recalled based on their seniority, any future needs within the school year may be staffed at the discretion of the School District.

4. If a change in the hours of work assured occurs under the Letter of Agreement re: Hours of Work Assured for a permanent Additional Language Tutor due to the elimination or reduction in their regular hours of work, the affected employee may be assigned to alternate work assignments within their classification, including work at other schools, for the balance of that school year. Assignments shall be offered to employees by seniority in the school. Where seniority is equal amongst the applicants, the assignment shall be offered at the discretion of the Superintendent or designate. In the event there are no alternate work assignments available, the Employee shall be laid-off in accordance with article 13.03 of this collective agreement.

5. The Parties agree that, for the 2026-2027 school year only, the Employer shall post all Additional Language Tutor positions in accordance with article 12 of this collective agreement. Such posting shall be open to employees who have seniority as an Additional Language Tutor only. In filling positions, appointment shall be awarded to the senior applicant. No outside advertisements shall be made until after the closing date of the posting and all internal applications have been processed.

Where issues arise concerning the application of articles of this collective agreement to the Additional Language Tutors, the Parties agree to meet to discuss the issues with the view of finding a mutually agreeable solution.

Dated this 14 day of April 2026.

FOR THE EMPLOYER

Hon. René Legacy

Jen Johnson

FOR THE UNION

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SCHEDULE A – WAGE RATES

Cupe 2745 : Stenographic, Typing, Clerical, Regulatory and Office Equipment Operation

	GEI	$1.00	$1.10	$1.30	$1.60
CLASSIFICATION		**Mar 1/23**	**Mar 1/24**	**Mar 1/25**	**Mar 1/26**
Educational Assistant		33.45	34.55	35.85	37.45
Additional Language Tutor			29.91	31.21	32.81
Speech Therapy Assistant (formerly Rehab Therapy Assistants)		27.46	28.56	29.86	31.46
School Administrative Assistant I		25.12	26.22	27.52	29.12
School Administrative Assistant II		33.98	35.08	36.38	37.98
School Administrative Assistant III*		35.68	36.83	38.20	39.88
School Clerk (Holding Class)		25.55	26.65	27.95	29.55
School Clerk IV (Holding Class)		33.61	34.71	36.01	37.61
School Intervention Worker		30.31	31.41	32.71	34.31
School Library Worker I		23.74	24.84	26.14	27.74
School Library Worker II		24.59	25.69	26.99	28.59
Student Attendant		25.63	26.73	28.03	29.63

Note:

**The SAA3's rate of pay is adjusted to ensure a 5% differential between SAA2's and SAA3's.*

Additional Language Tutor established April 12, 2024

SCHEDULE A - WAGE RATES

STENOGRAPHIC, TYPING, CLERICAL, REGULATORY AND OFFICE EQUIPMENT OPERATION

BI-WEEKLY RATES

GEI $1.00 - MARCH 1, 2023

																		Re-earnable			Disc.
																	CPM	increment			Max.
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	**17**	18	19	20	21
District Administrative	17.64	17.83	18.01	18.19	18.41	18.62	18.81	18.98	19.19	19.37	19.56	19.75	19.90	20.11	20.32	20.57	**20.76**	20.98	21.19	21.43	21.60
Support - Level 1	1279	1293	1306	1319	1335	1350	1364	1376	1391	1404	1418	1432	1443	1458	1473	1491	**1505**	1521	1536	1554	1566
District Administrative	20.39	20.61	20.80	21.03	21.26	21.49	21.68	21.90	22.12	22.34	22.63	22.88	23.08	23.41	23.60	23.82	**24.18**	24.47	24.77	24.97	25.23
Support - Level 2	1478	1494	1508	1525	1541	1558	1572	1588	1604	1620	1641	1659	1673	1697	1711	1727	**1753**	1774	1796	1810	1829
District Administrative	24.12	24.34	24.61	24.90	25.09	25.38	25.72	25.96	26.30	26.57	26.83	27.12	27.32	27.66	27.99	28.30	**28.63**	28.91	29.24	29.56	29.85
Support - Level 3	1749	1765	1784	1805	1819	1840	1865	1882	1907	1926	1945	1966	1981	2005	2029	2052	**2076**	2096	2120	2143	2164
District Administrative	28.61	28.92	29.26	29.59	29.92	30.30	30.65	30.92	31.09	31.64	32.04	32.36	32.66	33.10	33.50	33.92	**34.37**	34.83	35.20	35.60	35.97
Support - Level 4	2074	2097	2121	2145	2169	2197	2222	2242	2254	2294	2323	2346	2368	2400	2429	2459	**2492**	2525	2552	2581	2608
District Administrative	28.58	28.92	29.28	29.54	29.85	30.30	30.66	30.99	31.34	31.70	32.04	32.41	32.74	33.10	33.53	33.85	**34.23**	34.65	35.02	35.39	35.78
Support - Level 5	2072	2097	2123	2142	2164	2197	2223	2247	2272	2298	2323	2350	2374	2400	2431	2454	**2482**	2512	2539	2566	2594

SCHEDULE A - WAGE RATES

STENOGRAPHIC, TYPING, CLERICAL, REGULATORY AND OFFICE EQUIPMENT OPERATION

BI-WEEKLY RATES

GEI $1.10 - MARCH 1, 2024

																		Re-earnable			Disc.
																	CPM	increment			Max.
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	**17**	18	19	20	21
District Administrative	18.74	18.94	19.12	19.30	19.52	19.72	19.92	20.08	20.29	20.47	20.66	20.86	21.01	21.21	21.42	21.67	**21.86**	22.08	22.29	22.54	22.70
Support - Level 1	1359	1373	1386	1399	1415	1430	1444	1456	1471	1484	1498	1512	1523	1538	1553	1571	**1585**	1601	1616	1634	1646
District Administrative	21.49	21.71	21.90	22.14	22.36	22.59	22.79	23.01	23.23	23.45	23.74	23.99	24.18	24.51	24.70	24.92	**25.28**	25.57	25.88	26.07	26.33
Support - Level 2	1558	1574	1588	1605	1621	1638	1652	1668	1684	1700	1721	1739	1753	1777	1791	1807	**1833**	1854	1876	1890	1909
District Administrative	25.23	25.45	25.71	26.00	26.19	26.48	26.83	27.06	27.41	27.67	27.93	28.22	28.43	28.76	29.09	29.41	**29.74**	30.01	30.34	30.66	30.95
Support - Level 3	1829	1845	1864	1885	1899	1920	1945	1962	1987	2006	2025	2046	2061	2085	2109	2132	**2156**	2176	2200	2223	2244
District Administrative	29.71	30.03	30.36	30.69	31.02	31.41	31.75	32.03	32.19	32.74	33.14	33.46	33.77	34.21	34.61	35.02	**35.48**	35.93	36.30	36.70	37.08
Support - Level 4	2154	2177	2201	2225	2249	2277	2302	2322	2334	2374	2403	2426	2448	2480	2509	2539	**2572**	2605	2632	2661	2688
District Administrative	29.68	30.03	30.39	30.65	30.95	31.41	31.77	32.10	32.44	32.80	33.14	33.52	33.85	34.21	34.63	34.95	**35.34**	35.75	36.12	36.50	36.88
Support - Level 5	2152	2177	2203	2222	2244	2277	2303	2327	2352	2378	2403	2430	2454	2480	2511	2534	**2562**	2592	2619	2646	2674

SCHEDULE A - WAGE RATES

STENOGRAPHIC, TYPING, CLERICAL, REGULATORY AND OFFICE EQUIPMENT OPERATION

BI-WEEKLY RATES

GEI $1.30 - MARCH 1, 2025

																			Re-earnable			Disc.
																	CPM		increment			Max.
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	**17**	18	19	20	21
District Administrative	20.04	20.23	20.41	20.59	20.81	21.02	21.21	21.38	21.59	21.77	21.96	22.15	22.30	22.51	22.72	22.97	**23.16**	23.38	23.59	23.83	24.00
Support - Level 1	1453	1467	1480	1493	1509	1524	1538	1550	1565	1578	1592	1606	1617	1632	1647	1665	**1679**	1695	1710	1728	1740
District Administrative	22.79	23.01	23.20	23.43	23.66	23.89	24.08	24.30	24.52	24.74	25.03	25.28	25.48	25.81	26.00	26.22	**26.58**	26.87	27.17	27.37	27.63
Support - Level 2	1652	1668	1682	1699	1715	1732	1746	1762	1778	1794	1815	1833	1847	1871	1885	1901	**1927**	1948	1970	1984	2003
District Administrative	26.52	26.74	27.01	27.30	27.49	27.78	28.12	28.36	28.70	28.97	29.23	29.52	29.72	30.06	30.39	30.70	**31.03**	31.31	31.64	31.96	32.25
Support - Level 3	1923	1939	1958	1979	1993	2014	2039	2056	2081	2100	2119	2140	2155	2179	2203	2226	**2250**	2270	2294	2317	2338
District Administrative	31.01	31.32	31.66	31.99	32.32	32.70	33.05	33.32	33.49	34.04	34.44	34.76	35.06	35.50	35.90	36.32	**36.77**	37.23	37.60	38.00	38.37
Support - Level 4	2248	2271	2295	2319	2343	2371	2396	2416	2428	2468	2497	2520	2542	2574	2603	2633	**2666**	2699	2726	2755	2782
District Administrative	30.98	31.32	31.68	31.94	32.25	32.70	33.06	33.39	33.74	34.10	34.44	34.81	35.14	35.50	35.93	36.25	**36.63**	37.05	37.42	37.79	38.18
Support - Level 5	2246	2271	2297	2316	2338	2371	2397	2421	2446	2472	2497	2524	2548	2574	2605	2628	**2656**	2686	2713	2740	2768

SCHEDULE A - WAGE RATES

STENOGRAPHIC, TYPING, CLERICAL, REGULATORY AND OFFICE EQUIPMENT OPERATION

BI-WEEKLY RATES

GEI $1.60 - MARCH 1, 2026

																		Re-earnable			Disc.
																	CPM	increment			Max.
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	**17**	18	19	20	21
District Administrative	21.64	21.83	22.01	22.19	22.41	22.62	22.81	22.98	23.19	23.37	23.56	23.75	23.90	24.11	24.32	24.57	**24.76**	24.98	25.19	25.43	25.60
Support - Level 1	1569	1583	1596	1609	1625	1640	1654	1666	1681	1694	1708	1722	1733	1748	1763	1781	**1795**	1811	1826	1844	1856
District Administrative	24.39	24.61	24.80	25.03	25.26	25.49	25.68	25.90	26.12	26.34	26.63	26.88	27.08	27.41	27.60	27.82	**28.18**	28.47	28.77	28.97	29.23
Support - Level 2	1768	1784	1798	1815	1831	1848	1862	1878	1894	1910	1931	1949	1963	1987	2001	2017	**2043**	2064	2086	2100	2119
District Administrative	28.12	28.34	28.61	28.90	29.09	29.38	29.72	29.96	30.30	30.57	30.83	31.12	31.32	31.66	31.99	32.30	**32.63**	32.91	33.24	33.56	33.85
Support - Level 3	2039	2055	2074	2095	2109	2130	2155	2172	2197	2216	2235	2256	2271	2295	2319	2342	**2366**	2386	2410	2433	2454
District Administrative	32.61	32.92	33.26	33.59	33.92	34.30	34.65	34.92	35.09	35.64	36.04	36.36	36.66	37.10	37.50	37.92	**38.37**	38.83	39.20	39.60	39.97
Support - Level 4	2364	2387	2411	2435	2459	2487	2512	2532	2544	2584	2613	2636	2658	2690	2719	2749	**2782**	2815	2842	2871	2898
District Administrative	32.58	32.92	33.28	33.54	33.85	34.30	34.66	34.99	35.34	35.70	36.04	36.41	36.74	37.10	37.53	37.85	**38.23**	38.65	39.02	39.39	39.78
Support - Level 5	2362	2387	2413	2432	2454	2487	2513	2537	2562	2588	2613	2640	2664	2690	2721	2744	**2772**	2802	2829	2856	2884

SCHEDULE A - WAGE RATES

STENOGRAPHIC, TYPING, CLERICAL, REGULATORY AND OFFICE EQUIPMENT OPERATION

BI-WEEKLY RATES

ADJUSTMENT EFFECTIVE: DATE OF SIGNING

																		Re-earnable			Disc.
																	CPM	increment			Max.
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	**17**	18	19	20	21
District Administrative	21.64	21.83	22.01	22.19	22.41	22.62	22.81	22.98	23.19	23.37	23.56	23.75	23.90	24.11	24.32	24.57	**24.76**	24.98	25.19	25.43	25.60
Support - Level 1	1569	1583	1596	1609	1625	1640	1654	1666	1681	1694	1708	1722	1733	1748	1763	1781	**1795**	1811	1826	1844	1856
District Administrative	24.39	24.61	24.80	25.03	25.26	25.49	25.68	25.90	26.12	26.34	26.63	26.88	27.08	27.41	27.60	27.82	**28.18**	28.47	28.77	28.97	29.23
Support - Level 2	1768	1784	1798	1815	1831	1848	1862	1878	1894	1910	1931	1949	1963	1987	2001	2017	**2043**	2064	2086	2100	2119
District Administrative	28.12	28.34	28.61	28.90	29.09	29.38	29.72	29.96	30.30	30.57	30.83	31.12	31.32	31.66	31.99	32.30	**32.63**	32.91	33.24	33.56	33.85
Support - Level 3	2039	2055	2074	2095	2109	2130	2155	2172	2197	2216	2235	2256	2271	2295	2319	2342	**2366**	2386	2410	2433	2454
District Administrative	33.63	33.97	34.33	34.69	35.05	35.46	35.83	36.14	36.32	36.91	37.34	37.68	38.01	38.50	38.92	39.38	**39.88**	40.37	40.77	41.20	41.60
Support - Level 4	2438	2463	2489	2515	2541	2571	2598	2620	2633	2676	2707	2732	2756	2791	2822	2855	**2891**	2927	2956	2987	3016
District Administrative	33.63	33.97	34.33	34.69	35.05	35.46	35.83	36.14	36.32	36.91	37.34	37.68	38.01	38.50	38.92	39.38	**39.88**	40.37	40.77	41.20	41.60
Support - Level 5	2438	2463	2489	2515	2541	2571	2598	2620	2633	2676	2707	2732	2756	2791	2822	2855	**2891**	2927	2956	2987	3016